

# Memorandum



**Date:** July 07, 2005

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

Agenda Item No. 8(F)(1)(B)

**From:** George M. Burgess  
County Manager

**Subject:** Lease/Option to Purchase Agreement for an Additional Office Tower (Tower II) at the  
Overtown Transit Village

## **RECOMMENDATION**

It is recommended that the Board authorize execution of the attached lease/option to purchase agreement between Miami-Dade County and Overtown Station II, LLC, a Florida limited liability company, for administrative offices in a second proposed office building at the Overtown Metrorail Station.

It should be noted that this is one of six action items on today's agenda which are solely dependent on each other. There are a series of actions addressed by the items which rely on each other (lease of Overtown II is necessary to relocate 140 West Flagler tenants and CAA to allow the State Attorney and the Courts to consolidate their Child Support Enforcement Program into 140 West Flagler, etc.) Should any one of the six not be approved by the Board, all the items would have to be withdrawn and approvals sought at another time for items pertaining to the continuing development of Overtown I and the leases for the Florida State Attorney's Office, the Clerk of the Courts and the Administrative Office of the Courts at 100 South Biscayne Blvd., Miami, FL.

**PROPERTY:** NW 1<sup>st</sup> Court, between NW 6<sup>th</sup> and NW 8<sup>th</sup> Streets, Miami

**LANDLORD:** Overtown Station II, LLC, a Florida Limited Liability Company

**COMPANY PRINCIPALS:** Danielle Equities II, LLC., Managing Member – 65% (Harvey Taylor 75% shareholder; Scott Kramer 25% shareholder)  
NGP Overtown II LLC, Member – 35% shareholder

**DEVELOPMENT TEAM:**

Land Owner:	Miami-Dade County
Lessee:	St. Agnes Rainbow Village Development Corp, Inc. – Father Richard L. Berry, President
Sublessee:	NGP Overtown I, LLC – Al Iudicello, President
Sub-Sub Lessee:	Overtown Station II, LLC – Harvey Taylor, Managing Member
Developer:	An affiliate / designee of Taylor Development and Land Company

Architect: Dorsky, Hodgson Partners – Victor K. L. Yue,  
Partner, RE Chisolm Architects, Inc. – R.E.  
Chisolm, Principal

General  
Contractor: Bovis – Steven Hood, Partner in Charge

USE: 228,000 square feet of office space for the following proposed County agencies: CAA and various Departments presently housed in the 140 West Flagler Street building including Building Code Compliance, Consumer Services Department, Finance Department (Tax Collector) and Office of Community and Economic Development, and a 360 space parking garage.

JUSTIFICATION: Relocating County Agencies to this location will provide both economic and operational benefits to the County. Several of the Departments located in the 140 West Flagler Street Building have requested additional space due to growth or a need to decompress presently overcrowded offices. In addition, the Community Action Agency needs to modernize and centralize an operation that is presently scattered about in four locations, many with unsuitable accommodations. To house these departments, GSA has negotiated a lease for a second tower with the developers of Overtown Transit Village. Once CAA has moved, we will declare their building and adjacent parking lot located at 395 NW 1<sup>st</sup> Street surplus, sell it via competitive bidding and apply the sale proceeds to the acquisition of Overtown I & II. The current assessed value is \$2.26 million and comparable sales in the area value the property at \$4,135,320.

The \$27.50 per square foot rental is an aggressive rate based on today's comparable rates but being applicable in 2007, the building's projected occupancy date, makes this an even more attractive deal. Other advantages to this transaction include:

- (i) County Departments will have a large ground floor location from which they can serve the public.
- (ii) There will be direct access to the Metrorail which will be a convenience to patrons of the system as well as serve to increase ridership of the Metrorail. CAA will be able to centralize their staff from four separate locations.
- (iii) The proposed garage will have adequate parking for County cars, visitors and those who wish to park and ride the Metrorail.

LEASE TERM: Twenty-five (25) years, with two five (5) year renewal options

RENTAL RATE: The per square foot, full service rent at the commencement of the lease is \$27.50 or approximately \$6,270,000 in the first year. The rent is divided into two components:

- (i) Operating rent includes \$11.13 per rentable square feet to be adjusted annually in accordance with the actual audited expenses submitted by the Landlord subject to the County's annual review and approval (with the exclusion of property taxes and insurance costs, actual expenses cannot exceed 5%

- in any one year or 10% over any consecutive two-year period), and
- (ii) Base rent of \$16.37 per rentable square foot primarily for debt service and any residual revenue subject to an annual adjustment of two percent in each of the first through the tenth years of the lease and one percent per year in each of the eleventh through the twenty-fifth years of the lease. The Landlord is responsible for all utilities except telecommunications service.

LEASE CONDITIONS:

The County's space will be delivered with a "vanilla finish" with the County having to provide its own furniture, fixtures and equipment. The Landlord is providing the County with an additional allowance of \$2,111,495 towards items not included in the base building and which will become part of the building after their installation (i.e. emergency generators, computer wiring, kitchen area fixtures and equipment, etc.).

The agreement provides for clearly defined maintenance and security services as well as 24-hour access to the facility by County staff including holidays and times of declared emergencies. In the event the Landlord fails to maintain the facility, the County has the right to offset the cost of doing so itself against the rent.

The County holds a purchase option which can be exercised at any time after Temporary Certificate of Occupancy is issued through the tenth year of the term. A companion item on today's agenda would authorize the County Manager to exercise this option. Also, during the first ten years of the term, the County has a one-time exclusive Right of First Refusal to purchase the building and garage at the same purchase price, and other financial and material terms and conditions, and which must be exercised within ninety days of receiving from the Landlord a certified copy of a bona fide, arms length, third party Offer to Purchase. If the County does not exercise its Right of First Refusal, it loses any future Right of First Refusal. If the County exercises its Right of First Refusal, it has an additional forty-five days in which to close the purchase.

MDT PARTICIPATION:  
RENT:

The Developer is to pay MDT, as Participation Rent, 2% of the project's gross income.

EFFECTIVE DATE:

This Lease shall be effective and enforceable upon its execution and delivery although subject to Tenant Approval.

CANCELLATION  
PROVISION:

The Lease may be terminated by the County prior to delivery if the Premises have not been delivered to the County within 36 months following Site Plan Approval, except for matters of force majeure.

PARKING:

Parking requirements for this proposed facility will be met by a parking garage of a minimum of 360 spaces to be built on the first eight floors of the building.

  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** July 7, 2005

**FROM:** Robert A. Ginsburg  
County Attorney

**SUBJECT:** Agenda Item No. 8(F)(1)(B)

Please note any items checked.

\_\_\_\_\_ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

\_\_\_\_\_ 6 weeks required between first reading and public hearing

\_\_\_\_\_ 4 weeks notification to municipal officials required prior to public hearing

\_\_\_\_\_ Decreases revenues or increases expenditures without balancing budget

\_\_\_\_\_ Budget required

\_\_\_\_\_ Statement of fiscal impact required

\_\_\_\_\_ Bid waiver requiring County Manager's written recommendation

\_\_\_\_\_ Ordinance creating a new board requires detailed County Manager's report for public hearing

\_\_\_\_\_ Housekeeping item (no policy decision required)

\_\_\_\_\_ No committee review

Approved \_\_\_\_\_ Mayor

Agenda Item No. 8(F)(1)(B)

Veto \_\_\_\_\_

07-07-05

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING EXECUTION OF A LEASE AGREEMENT AND OPTION TO PURCHASE AT THE OVERTOWN TRANSIT VILLAGE, NW 1<sup>ST</sup> COURT BETWEEN 6<sup>TH</sup> AND 8<sup>TH</sup> STREETS, MIAMI, WITH OVERTOWN STATION II, LLC FOR PREMISES TO BE UTILIZED BY THE COUNTY FOR ADMINISTRATIVE OFFICES, UPON PROPER EXECUTION BY OVERTOWN TRANSIT VILLAGE II, LLC; AUTHORIZING THE COUNTY MANAGER TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Lease Agreement at the Overtown Transit Village, NW 1<sup>st</sup> Court between 6<sup>th</sup> and 8<sup>th</sup> Streets, Miami, with Overtown Station II, LLC for premises to be utilized by the County for administrative offices, upon proper execution by Overtown Transit Village II, LLC, authorizes the County Manager to execute same for and on behalf of Miami-Dade County, and authorizes the County Manager to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

5

Joe A. Martinez, Chairman  
Dennis C. Moss, Vice-Chairman

Bruno A. Barreiro  
Jose "Pepe" Diaz  
Sally A. Heyman  
Dorrin D. Rolle  
Katy Sorenson  
Sen. Javier D. Souto

Dr. Barbara Carey-Shuler  
Carlos A. Gimenez  
Barbara J. Jordan  
Natacha Seijas  
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this  
7th day of July, 2005. This Resolution and contract, if not vetoed, shall become effective  
in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as  
to form and legal sufficiency. HB/

By: \_\_\_\_\_  
Deputy Clerk

Hugo Benitez

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**TWO OVERTOWN STATION**

**LEASE AGREEMENT**

**between**

**OVERTOWN STATION II, LLC**  
**Landlord**

**and**

**MIAMI-DADE COUNTY**  
**Tenant**

## TWO OVERTOWN STATION

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## TWO OVERTOWN STATION

### LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**" or this "**Lease Agreement**") is made as of the date it is executed by the last to sign of Landlord or Tenant (the "**Effective Date**"), by and between **OVERTOWN STATION II, LLC**, a Florida limited liability company, hereinafter called the "**Landlord**," and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, hereinafter called the "**Tenant**."

#### *WITNESSETH:*

Landlord, for and in consideration of the restrictions and covenants herein contained, hereby leases to Tenant and Tenant hereby leases from Landlord the Premises (as defined below) described as follows:

TO HAVE AND TO HOLD unto the said Tenant for a term of twenty-five (25) years, commencing upon the Commencement Date described in Section 1.2 and expiring on the Expiration Date described in Section 1.2. The Commencement Date and Expiration Date are subject to adjustment pursuant to Section 1.2 below. Tenant agrees to pay Landlord the Rent described herein, in monthly installments, in advance on the first day of every month at the address set forth in Section 17.1 below, or at such other place and to such other person as Landlord may from time to time designate in writing, as set forth herein.

IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

#### **ARTICLE 1** **PREMISES AND OTHER TERMS**

##### **1.1 Definition of Premises and Terms Describing Premises.**

(a) The term "**Premises**" shall mean all of the space located in the Building to be occupied by Tenant and to consist of all of the space in the Building above the Garage (as the term "Garage is hereinafter defined) and all of the space in the Building below the Garage. The Premises are described in the Lease Summary attached as Schedule 1 and are more particularly shown and shaded on the space plans ("**Floor Plans**") attached hereto as Exhibit "A" and made a part hereof, and shown on the location sketch attached hereto as Exhibit "B," and by this reference incorporated herein. The actual Rentable Area for the Premises, and/or the Building, and/or the Garage, may vary. To the extent that Tenant ever occupies any portion of said Garage for a purpose other than the parking of automobiles and other vehicles, said portion (a) shall constitute "Premises" and "Rentable Area" for all purposes of this Lease and (b) shall not be included in the definition of "Garage" under this Lease.

(b) The term "**Building**" shall mean a proposed office building of approximately 228,000 square feet of Rentable Area (and includes all of the improvements other than the

Garage), to be located adjacent to the southwest side of the Overtown/Arena Metrorail Station, which station is bordered by NW 6<sup>th</sup> Street to the south, Overtown Transit Village (as the term "Overtown Transit Village" is hereinafter defined) to the west, and NW 8<sup>th</sup> Street to the north, and which Building is bordered by NW 1<sup>st</sup> Court to the west and NW 6<sup>th</sup> Street to the south, in Miami, Florida, and which Building shall be located on the Land (as the term "Land" is hereinafter defined).

(c) The "**Property**" shall mean the Building and Garage as defined in Sections 1.1(b) and 1(e) respectively above.

(d) The "**Land**" shall mean the land upon which the Building and Garage are located, more particularly described on Exhibit "C", attached hereto and by this reference incorporated herein.

(e) The term "**Garage**" shall mean a proposed parking garage, as more particularly described in Section 24.1, available for the parking of automobiles and other vehicles. The term "Garage" is not intended to include any portion of the Premises.

(f) The Premises shall include the appurtenant right to use, in common with others, public lobbies, entrances, stairs, corridors, elevators, and other public portions of the Building. All the windows and outside walls of the Premises, and any space in the Premises used for shafts, pipes, conduits, ducts, telephone ducts and equipment, electric or other utilities, sinks or other Building facilities, and the use thereof and access thereto through the Premises for the purposes of operation, maintenance, inspection, display and repairs are hereby reserved to Landlord. No easement for light, air or view is granted or implied hereunder, and the reduction or elimination of Tenant's light, air or view will not affect this Lease.

(g) The term "Project" shall mean the Building and the Garage.

(h) The "Overtown Transit Village shall mean the Project together with the "Building", "Premises" and "Garage" (the "Phase I Garage") covered by that certain One Overtown Station Lease Agreement dated on or about December 17, 2004, between Overtown Partnership Limited, as Landlord, and Miami-Dade County, as Tenant.

1.2 Term of Lease. The term of this Lease (the "**Term**") shall commence (the "**Commencement Date**") upon the later of (i) Substantial Completion of the Base Improvements as described in Article 18 of the Lease, and (ii) the date that Landlord delivers the Premises to Tenant to commence the Article 26 Tenant Work ("**Tenant Ready**"). The Term shall end at midnight on the last day of the three-hundredth (300th) complete month following the Commencement Date, unless sooner terminated as herein provided and subject to extension pursuant to Article 19 of the Lease (the "**Expiration Date**"). This Lease shall be effective and enforceable upon its execution and delivery ("Effective Date"), although subject to Tenant Approval as defined in Section 25.1(a), whether such execution and delivery occurs on, prior to, or after the Commencement Date.

1.3 Lease Year. "**Lease Year**" as used herein shall mean (i) each and every twelve (12) month period during the Term of this Lease, or (ii) in the event of Lease expiration or termination, the period between the last twelve (12) month period and said expiration or

termination. The first such twelve (12) month period shall commence on the Commencement Date.

1.4 Area of Premises of Building Rentable Area and Usable Area. In defining the area of the Premises and the Building:

(a) The "**Rentable Area**" and the "**Usable Area**" of the Premises and the Building for all purposes of this Lease shall be the quantity of square footage designated in the Lease Summary, subject to Section 1.4(b), below.

(b) The Rentable Area and Usable Area of the Building shall be computed by Landlord's architect at Substantial Completion in accordance with the 1996 Standard Method of Floor Measurement for Office Buildings as published by the Building Owners and Managers Association International (BOMA), a copy of which standard is attached to the Master Lease as Schedule 2.1 thereto. If Tenant disagrees with Landlord's determination of the Rentable Area of the Premises or the Building, Tenant shall have the right, within thirty (30) days after Tenant receives Landlord's measurement to obtain a good faith determination of the measurement in question by an architect of Tenant's choosing. If the determination of the measurement in question by the architects of the respective parties differs, the architects shall each be provided with a copy of the determination of the other parties' architect. The two architects shall meet within 10 days after receipt of each other's determinations and, within 20 days thereafter, proceed in good faith to resolve their differences and deliver to the parties a written determination satisfactory to both architects. If they cannot resolve their differences and/or fail to deliver a written determination satisfactory to both architects within said period, then within 14 days thereafter, both architects shall agree to select a third architect. Such third architect shall have 30 days from the date he/she is selected to make such independent measurements and investigation is deemed as necessary and reasonable and to deliver to the parties a written determination. The determination of such third party architect will be final, binding and non-appealable. Each party shall bear the costs of fees of its architect and both parties shall share equally in the costs of the third architect. During the period prior to the determination of the Rentable Area of the Building and the Premises, Tenant shall pay Rent based on the square footage set forth in the Lease Summary. Upon final determination of the Rentable Area of the Building and the Premises and subject to the approval of the County Manager or the Board of County Commissioners as provided, and only to the extent required, in Article 1.4(c) below, Landlord shall credit Tenant's account for any excess amounts previously paid or Tenant shall pay Landlord the amount of any underpayment.

(c) Landlord and Tenant each understand and agree that this Lease is being entered into prior to construction of the Building. Accordingly, Landlord and Tenant each understand and agree that the exact size of the Building, including, without limitation, the Rentable Area of the Building and the respective floors of the Building, corridor space, common area space, and lobby space, and as well as the size and layout of the Garage (as defined in Section 24.1), are subject to reasonable change to satisfy any construction changes required by any development designs and plans or the requirements of applicable governmental entities or because Landlord elects to change the size of the Garage, or because Landlord, with the consent of Tenant, chooses to change the size and location, as long as the changes do not affect the timing of build-out of the Base Improvements or because, under Section 1.4(b) of this Lease, the Rentable Area of the

Building may deviate from that contemplated within the Lease Summary. If, in any of such events, the Rentable Area of the Building deviates by no more than five (5%) percent of the total Rentable Area contemplated in the Lease Summary, such deviation shall automatically be deemed approved, with no documentation or approvals required to evidence such approval (provided, however, that the Tenant shall provide written confirmation of such approval, if requested). In any of such events, if such deviation exceeds said five (5%) percent, the parties agree to execute an amendment or amendments to this Lease to make adjustments with respect to such changes, including and in particular the Rentable Area of the Building, Tenant's Percentage Share, the Building address, the Tenant's Address, the Commencement Date, and in such other respects as may be required to coordinate the terms of this Lease with the final development and construction changes, if any, with the following approval required under the following circumstances: (a) if the Rentable Area of the Building deviates by more than five (5%) percent, but not more than ten (10%) percent, of the Rentable Area of the Building contemplated in the Lease Summary, the said amendment, shall be subject to the approval of the County Manager (or, if the County Manager is no longer vested with the responsibility and authority, then the acting chief executive officer or other officer vested with the authority to bind Tenant hereunder) and (b) if said deviation is greater than ten (10%) percent of the Rentable Area contemplated in the Lease Summary, the amendment shall be subject to the approval of the Board of County Commissioners. Notwithstanding any of the foregoing provisions of this subparagraph 1.4(c) to the contrary, (1) the Base Rental rate, and the Initial Operating Expense rate shall not be altered by any such amendment to this Lease and (2) nothing contained in this subparagraph 1.4(c) shall limit, modify or otherwise affect any of the provisions of subparagraph 1.4(b) (entitled "Area of Premises of Building Rentable Area and Usable Area") of this Lease and the architectural determination(s) described in said subparagraph 1.4(b) shall be final, binding and non-appealable, as described in said subparagraph 1.4(b), without any other approvals required.

1.5 Use of Premises. Subject to and limited by Section 1.6 below, the Premises shall be used by Tenant for offices and permitted retail which will necessarily entail services performed for the general public, in compliance with the Rules and Regulations attached hereto as Exhibit "E".

1.6 Restrictions on Use. Tenant shall use the Premises for the purposes stated in Article 1.5 and for no other purpose or use whatsoever. Notwithstanding the foregoing, Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances or trespasses, nor do any act in or about the Premises or bring anything onto or into the Premises which will in any way increase the rate of insurance on the Premises nor deface (i.e., destroy or mar the appearance of) or injure the Premises or overload the floors of the Premises. The Premises may be used for general office use only, and shall not be used for the following purposes (the "**Restricted Uses**"): retail (except as described below), storage (except storage of office files), medical and health services (except for office use and to accommodate an on site doctor's office available to County employees only, provided, however, (1) Landlord shall have no obligation to provide any such doctor's office or any equipment or other improvements required therefor and (2) Tenant shall be obligated to ensure that said doctor's office complies, at Tenant's sole cost and expense, with the requirements of (i) applicable governmental entities and (ii) any laws statutes, codes, rules, regulations, ordinances, or similar matters applicable thereto), treatment or correctional center, call center, center specializing in biotechnical, biological, chemical or contagious

diseases or studies thereof, or any other use which would be in contravention of or obnoxious to other tenants utilizing the Building for the allowed general office use. In addition, Tenant shall not use any of its Premises for retail use except for vending machine areas and food service required to service its employees (provided that Tenant will cease providing any "food services" if within six (6) months of the Tenant occupying the majority of the Premises and being open for business, Landlord has caused to be opened at least a cumulative total of four thousand (4,000) square feet of food service establishments within Overtown Transit Village, except that Tenant may again offer "food services" if, at any time following the opening of at least two four thousand (4,000) square feet of food service establishments, there is not a food service establishment operating within Overtown Transit Village for more than thirty (30) consecutive days adequate to service the County's employees. The Parties agree that as long as there are four thousand (4,000) sq. ft of food establishments operating, such food services are adequate to service the County's employees. In addition, Tenant, in the normal course of business, shall be entitled to use any of the Premises to deal directly with the public in its use of the Premises as offices in the normal course of Tenant's business, and such area shall not be considered as a "retail" use.

## **ARTICLE 2**

### **CONDITION AND DELIVERY OF PREMISES**

2.1 Good Repair. Landlord, at its own expense, shall cause the Premises to be in a state of good repair and suitable for usage by Tenant, as of the Commencement Date, subject to the provisions of ARTICLE 18, "**Construction and Improvements**."

2.2 Delivery of Premises. If possession of the Premises has not been delivered to Tenant (meaning the Premises Delivery Date has not occurred) within the later to occur of (a) thirty-six (36) months following the date of the Project's site plan approval ("Site Plan Approval") and the expiration of all applicable appeals and appeal periods ("Site Plan Approval Date"), for any reason whatsoever, and (b) sixty (60) months following the Effective Date, except for matters of force majeure, Tenant, at its option at any time thereafter but prior to the delivery of possession, may terminate this Lease by notice to Landlord, and Landlord and Tenant shall thereupon be released from all obligations under this Lease. Landlord shall take good faith commercially reasonable efforts to secure Site Plan Approval, provided, however, Landlord shall have no obligation to appeal any Site Plan Approval rejection by any governmental and/or other authority or otherwise institute any court or similar proceedings in connection therewith.

2.3 Tenant Acceptance Agreement. Within five (5) days after the date of Substantial Completion of the Base Improvements, Tenant shall execute and deliver to Landlord a Tenant Acceptance Agreement in the form attached hereto as Exhibit "D". Tenant may state in such Tenant Acceptance Agreement any defects in the Premises remaining to be repaired or completed by Landlord, and Tenant thereby shall preserve its objection to such listed defects. Tenant shall have waived objection to any defects not so listed in the Tenant Acceptance Agreement except that Tenant shall retain the right to object to latent defects not subject to detection upon reasonable inspection of the Premises prior to occupancy thereof, provided that objections to latent defects not disclosed in writing to Landlord within one (1) year subsequent to the Premises Delivery Date (defined in Section 18.1(a)) shall be deemed waived.

2.4 Tenant's Property. Upon or prior to the termination of this Lease, Tenant shall remove from the Premises and the Building all furniture, fixtures, equipment and other property and peaceably surrender the Premises to Landlord in the same condition as on the Premises Delivery Date, normal wear and tear excepted. Such property of Tenant not so removed from the Premises or the Building upon the termination of this Lease – within ten (10) business days of such termination shall be considered abandoned by Tenant and may, at Tenant's expense, be disposed of by Landlord in any manner whatsoever without accounting to Tenant for same or being liable in any way to Tenant for such disposition. Upon surrender of possession of the Premises, Tenant shall deliver to Landlord all keys to the Premises. This obligation to remove, repair and/or reimburse Landlord shall survive expiration or termination of this Lease.

### **ARTICLE 3**

#### **RENT, UTILITIES AND TENANT'S SHARE OF OPERATING EXPENSES**

3.1 Rent. The term "**Rent**" or "**rent**" shall mean, collectively, all the following as well as any other amounts payable or to become payable under the term of this Lease:

(a) Base Rental. Tenant shall pay to Landlord an annual base rent ("**Annual Base Rental**") in monthly installments ("**Monthly Base Rental**") for and during the Lease Term commencing in the first Lease Year based on the **Annual Base Rental Rate** per square foot of Rentable Area as specified in the Lease Summary (the "**Base Rental**"). The Monthly Base Rental installments shall be paid in advance on the first (1st) day of every calendar month during the Lease Term.

(b) Rental Adjustment. The "**Adjustable Annual Base Rental Rate**" portion of the **Annual Base Rental Rate** shall increase pursuant to Article 20 of the Lease. Tenant covenants and agrees to pay Monthly Base Rental throughout the Term of the Lease as Base Rental becomes so adjusted.

(c) Operating Expense Payments. In addition to the Base Rental for each Lease Year, with the exception of the first Lease Year, Tenant hereby covenants and agrees and shall be obligated to pay to Landlord, in addition to and not in lieu of the other amounts specified herein, the Operating Expenses in excess of the Initial Operating Expenses (as that term is herein defined). For the calendar year in which the first Lease Year ends, the Tenant shall make the payment provided in this subsection multiplied by the fraction, the numerator of which is the number of months in the second Lease Year contained in such calendar year, and the denominator of which is twelve (12). These payments shall be in addition to and not in lieu of any other payments due from Tenant hereunder. The "**Initial Operating Expense**" is herein defined as Eleven and 13/100 Dollars (\$11.13) per square foot of Rentable Area.

(d) Operating Expense Estimate.

(i) During each December of the Lease Term, or as soon thereafter as practicable, Landlord shall give Tenant written notice of its estimate of additional rental payable under this Article 3.1(c) for the ensuing calendar year. On or before the first (1st) day of each month during the ensuing calendar year, Tenant shall pay to Landlord one-twelfth (1/12th) of such estimated amounts together with the Base Rental, provided

that if such notice is not given in December, Tenant shall continue to pay during the ensuing calendar year on the basis of the amounts payable during the calendar year just ended, until the first day of the month which occurs thirty (30) days after such notice is given.

(ii) Within one hundred twenty (120) days after the close of each calendar year during the Lease Term, except with respect to the calendar year during which the Commencement Date occurs, or as soon after such 120-day period as practicable, Landlord shall deliver to Tenant a statement of the adjustments to be made pursuant to this Section 3.1 for the calendar year just ended, which has been audited by independent certified public accountants designated by Landlord, and such statement shall be final and binding upon Landlord and Tenant absent manifest error. If on the basis of such statement Tenant owes an amount that is less than the estimated payments for the calendar year just ended previously made by Tenant, Landlord shall credit such excess to the next payments of additional rental coming due pursuant to this Section 3.3 or, if the term of this Lease is about to expire, refund such excess to Tenant if Tenant is not in default under this Lease (in the instance of an event of default, such excess shall be held as additional security for Tenant's performance, may be applied by Landlord to cure any such event of default and shall not be refunded until any such event of default is cured). If on the basis of such statement Tenant owes an amount that is more than the estimated payments for the calendar year just ended previously made by Tenant, Tenant shall pay the deficiency to Landlord within sixty (60) days after delivery of the statement.

(iii) If the Lease term shall expire on a day other than the last day of a calendar year, the amount of additional rental payable pursuant to this Section 3.1 shall be the product of multiplying the additional rental which otherwise would have been payable for the full calendar year by a fraction, the numerator of which is the actual number of days of the calendar year in question included within the Lease Term, and the denominator of which is three hundred sixty-five (365). The expiration of this Lease shall not affect the obligations of Landlord and Tenant pursuant to subsection (d) of this Section 3.1 to be performed subsequent to such expiration.

(iv) Beginning with the second lease year (meaning the lease year beginning with the first day of the first full month following the first anniversary date in which the Commencement Date occurred), any increases in Operating Expenses per square foot of Rentable Area over the Initial Operating Expense will be paid by Tenant on a dollar for dollar basis. The Landlord shall use its reasonable and customary efforts to keep all operating expenses for which it is responsible at customary and competitive rates for the industry and (other than increases caused by Property Taxes and insurance) limited to no more than a five percent (5%) increase in any one year. Notwithstanding the foregoing sentence, certain Operating Expenses (not including Property Taxes and insurance costs) may increase more than five percent (5%) in one (1) year as long as the cumulative increase of such Operating Expense (not including Property Taxes and insurance costs) does not exceed ten percent (10%) over a consecutive two (2) year period.

**3.2 Payments.** Tenant shall pay to Landlord all Rent due hereunder, including all Base Rental, Operating Expenses, any other types of additional rent and all other charges due and

owing by Tenant under this Lease (collectively, the "**Rent**") without abatement, deduction or set off, in legal tender, at the address specified in the Lease Summary for the mailing of payments, or as otherwise directed from time to time by Landlord. Notwithstanding the foregoing, Landlord must give Tenant at least fifteen (15) days written notice of any change in either the payee or the address of the payee.

3.3 Rent for Partial Months. A prorated monthly installment, based on a thirty (30) day month, shall be paid in advance (i) on the Commencement Date for any fraction of a month if the Lease Term begins on any day other than the first (1st) day of any month and (ii) on the first (1st) day of the final month of the Lease Term for any fraction of a month if the Lease Term shall terminate on any day other than the last day of any month.

3.4 Reimbursable Costs. Landlord, during the term hereof, shall pay certain charges associated with utilities and other services, to be reimbursed by Tenant as an Operating Expense pursuant to this Article.

3.5 Tenant's Percentage Share. The term "**Tenant's Percentage Share**" means and shall be equal to the percentage stated in the Lease Summary. Landlord and Tenant acknowledge that Tenant's Percentage Share has been obtained by dividing the Rentable Area of the Premises by the Rentable Area of the Building, and multiplying the quotient by one hundred (100).

3.6 Operating Expenses. "**Operating Expenses**" shall mean all costs, paid or incurred by Landlord in the management, operation, maintenance and repair of the Building, the Property, and related amenities, but excluding the Garage, in a prudent, businesslike and commercially reasonable manner (subject to reimbursement by Tenant pursuant to Section 3.1 above), including, without limitation, the following:

(a) Costs and expenses for the maintenance and repair, but not replacement of, the Building and the personal property used in connection therewith, including, without limitation, (i) the heating, ventilating and air conditioning systems, (ii) plumbing and electrical systems, (iii) light bulbs and glass, including, but not limited to, replacement of such lights, bulbs and glass thereof, and (iv) elevators.

(b) Cleaning and janitorial costs and expenses, including, without limitation, window cleaning expenses, for the Building.

(c) Landscaping and grounds maintenance costs and expenses.

(d) Utility costs and expenses including, without limitation, those for electricity and other fuels and forms of power or energy, water charges, sewer and waste disposal.

(e) Costs and expenses of redecorating, repainting and recarpeting the common areas of the Building, provided, however, that, except as specified in subsections (f) and (j) hereof, the costs of structural changes to the Building which should be capitalized in accordance with sound accounting principles shall not be allocated or charged to the Premises without Tenant's prior written approval.



(f) Costs of all repairs, alterations, additions, changes, replacements and other items required by any law or governmental regulation imposed after the date of this Lease including, but not limited to, structural changes, regardless of whether such costs, when incurred, are classified as capital expenditures, subject to straight-line depreciation in accordance with GAAP standards applicable to such items.

(g) Cost of wages and salaries of all persons engaged in the management, operation, maintenance, repair and (should Landlord provide) security of the Building, including, without limitation, social security taxes, unemployment insurance taxes, costs for providing coverage for disability benefits, costs of any pensions, hospitalization, welfare or retirement plans or any other similar or like expense incurred under the provisions of any collective bargaining agreement, costs of uniforms and all other costs or expenses which the Landlord pays to or on behalf of employees engaged in the management, operation, maintenance, repair and (should Landlord provide ) security of the Building (but not security or alarm systems which serve only Tenant's Premises or other tenants' premises). This item of Operating Expenses shall include, without limitation, salaries, expenses, and other compensation to management personnel to the extent reasonably and directly allocable to the management, operation maintenance, repair and (should Landlord provide) security of the Building, up to and including the level of Property/Building manager.

(h) Charges of any independent contractor which, under contract with the Landlord or its manager or representatives, does any of the work of operating, maintaining, repairing or providing security for the Building.

(i) All reasonable legal and accounting fees and expenses, including, without limitation, such fees and expenses related to seeking or obtaining reductions in and/or refunds of Property Taxes all directly related to the Building.

(j) Amortization over such period of time as Landlord shall reasonably determine, with interest at a rate per annum equal to the rate Landlord is paying for funds borrowed for the purpose of financing the capital improvements in question, of capital expenditures for capital improvements made by Landlord after completion of the Building where such capital improvements are for the purpose of, or result in, reducing Operating Expenses, or if such capital improvements are not funded by borrowed funds, the Prime Rate plus two (2) percentage points.

(k) Landlord's insurance costs and expenses for all types of insurance carried by Landlord with respect to the Building.

(l) Management fees and expenses, not to exceed five percent (5%) times the gross revenues from the operation and management of the Building (without reference to the revenue of the parking portion of the Garage).

(m) Property Taxes (See Section 3.8 below).

(n) Such other costs, fees and expenses paid by Landlord from time to time not otherwise itemized in this Section, in connection with the management, operation, maintenance and repair of the Building (or the costs if amortized of which exceeds) \$25,000 per year in the aggregate,

provided Landlord shall seek Tenant's prior written approval, which approval shall not be unreasonably delayed or denied.

(o) Expenses shall not include (i) depreciation on the Building other than depreciation on exterior window blinds (i.e., blinds installed by Landlord on interior sides of exterior windows) provided by Landlord which have not otherwise been expensed to Tenant, and carpeting in public corridors and common areas, (ii) Tenant improvement costs, (iii) real estate brokers' commissions, (iv) interest and capital items other than those referred to in this Section, (v) the cost of special services rendered to a particular tenant of the Building, which are payable by such tenant, (vi) income taxes or other taxes imposed on or measured by the income of the Landlord, (vii) the costs of repairing or restoring the Improvements covered by insurance, (viii) any payment for wrongful termination of Landlord's employees providing services to the Building, (ix) any costs or expenses connected with the sale, financing, refinancing or mortgaging, of the Building, (x) any insurance premium for which the Landlord is being reimbursed by the Tenant other than pursuant to this Section, (xi) any penalty for willful violation of law, (xii) the cost of items reasonably reimbursed by insurance.

3.7 Prime Rate. "**Prime Rate**" shall mean the rate of interest announced from time to time by Bank of America N.A. as its prime rate of interest. An increase or decrease in the Prime Rate shall result in a corresponding increase or decrease in the rate of interest being charged hereunder and shall take effect on the day the increase or decrease in the Prime Rate is made effective. In the event that Bank of America, N.A. shall abandon or abolish the practice of publishing the Prime Rate, or should the same become unascertainable, Landlord and Tenant shall agree on a reasonable comparable reference rate, which shall then be deemed to be the Prime Rate under this Lease.

3.8 Property Taxes. "**Property Taxes**" shall mean the following: (a) personal property ad valorem taxes imposed upon the furniture, fixtures, machinery, equipment, apparatus, systems and appurtenances used in connection with the Building for the operation thereof; (b) real estate ad valorem taxes, assessments, impact fees, sewer charges and transit taxes imposed upon the Building and/or the Land; and (c) any other federal, state or local governmental charge, general, special, ordinary or extraordinary (but not including income or franchise taxes or any other taxes imposed upon or measured by Landlord's income or profits, unless the same shall be imposed in lieu of real estate ad valorem taxes) which may now or hereafter be levied or assessed against the Building and the Land underlying the Building or the rents derived from the Building (in the case of special taxes or assessments which may be payable in installments, only the amount of installments paid during a calendar year shall be included in the taxes for that year). Tenant is fully responsible for and shall reimburse Landlord upon demand for any and all taxes payable by Landlord whether or not now customary or within the contemplation of the parties hereto, to the extent not included in Property Taxes: (a) upon, measured by or reasonably attributable to the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises or by the cost or value of any improvements made in or to the Premises by Tenant regardless of whether title to such improvements shall be in Tenant or Landlord; (b) upon or measured by the rental payable hereunder in the nature of a sales tax upon rent or a so-called "rent tax", but not federal or state income taxes of Landlord; and (c) upon this transaction or any document to which Tenant is a party creating or transferring an interest in the Premises (unless a sale or other transfer or conveyance of the Landlord's interest in the Building to Tenant). In the

event that it shall not be lawful for Tenant so to reimburse Landlord, the monthly rental payable to Landlord under this Lease shall be revised to net Landlord the same net rental after imposition of any such tax upon Landlord as would have been payable to Landlord if such tax had not been imposed.

3.9 Building and Garage costs and expenses. As indicated above, the Tenant's obligation to pay the Operating Expenses of the Building excludes any obligation to pay such expenses for the Garage. To the extent that costs and/or expenses are incurred in connection with the Building and Garage, and the invoice therefor does not breakout the amount thereof which is allocable to the Building, on the one hand, and the Garage, on the other hand, then the parties shall endeavor to agree on an equitable manner in which to divide up with amount is allocable to Operating Expense, and which amount is allocable only to the Garage, taking into account myriad factors that may affect the analysis. If the parties are unable to so agree, then the costs and expenses shall be divided and allocated to each, based upon the ratio that each of the Building and Garage bears to the cumulative total square footage of the Building and the Garage.

#### **ARTICLE 4** **MAINTENANCE**

4.1 Standard Maintenance by Landlord. Landlord agrees as to the importance of keeping the Building and Premises in proper repair and therefore agrees to keep at least two (2) full time maintenance people on the Premises for the periods specified in Article 21.1(b) herein, and, subject to ordinary wear and tear, to provide, repair or replace, as necessary, and maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior elements of the Building and the following:

- (i) Plumbing (including unclogging sinks and toilets unless clogged by the negligence or intentional misuse by Tenant or its employees or visitors) and electrical lines, fixtures, ballasts, light bulbs and tubes and equipment;
- (ii) Stairways, elevators, and lavatories;
- (iii) Air-conditioning and heating equipment;
- (iv) Roof (including roof leaks);
- (v) Windows, doors, and frames;
- (vi) Fire equipment, including inspection as required by applicable fire codes, and alarm systems to the extent they serve the Building but not the Premises in which separate systems are installed for Tenant's exclusive use;
- (vii) Common-use hallways;
- (viii) Extermination services; and
- (ix) Water for drinking, lavatory and toilet purposes subject to the third party water provider providing water to the Property.

4.2 Other Maintenance by Landlord. Landlord shall further maintain in good order and repair, subject to normal wear and tear, casualty to and condemnation of the Building (excluding the Premises and other portions of the Building leased to other tenants), public areas, parking and landscaped areas, elevators, stairs, hallways and corridors, common restrooms, the mechanical, plumbing and electrical systems and the structure itself (including, but not limited to, the glass exterior surfaces of the Premises, which shall be washed not less often than two times per year). The cost of any repairs or maintenance to the foregoing necessitated by the acts, omissions or negligence of Tenant, or its agents, employees, contractors, invitees, licensees, tenants or assignees, however, shall be reimbursed by Tenant to Landlord as additional rental.

4.3 Services. Landlord, at its expense but subject to reimbursement as Operating Expenses, shall perform or cause to be performed in the Premises during the term of this Lease Agreement (except for Saturdays, Sundays, and Holidays) after 5:00 p.m. the following services: cleaning and janitorial services described on Exhibit I attached hereto.

4.4 Notice to Landlord to Repair. Upon the failure of Landlord to commence to effect repairs pursuant to this Lease Agreement after receipt of five (5) business days' written notification to do so by Tenant unless more time is necessary under the circumstances to complete the repair, Tenant may cause the repairs to be made and invoice Landlord for its actual, reasonable costs incurred (such invoice due payable within thirty (30) days of Landlord's receipt thereof). During the term of this Lease Agreement or any extension thereof, if, in Tenant's reasonable judgment an emergency condition exists which materially and adversely poses an immediate risk of harm to persons or property with respect to a condition for which the Landlord is obligated to maintain, and if after reasonable notice under the circumstances, Landlord fails to repair same promptly, Tenant may make such repairs and invoice Landlord for its reasonable, actual costs, such invoice due and payable within thirty (30) days of Landlord's receipt thereof. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner.

4.5 Tenant Maintenance. Except for the services to be provided by Landlord as described in this Section 4, Tenant shall be responsible at its sole expense to maintain all the interior of the Premises, and to repair and replace all items other than the above described items which are the responsibility of Landlord under this Section 4. Tenant shall at its own expense keep the Premises in good repair and tenantable condition and indemnify Landlord against any loss, damage or expense arising by reason of any failure of Tenant so to keep the Premises in good repair and tenantable condition or due to any act, omission or negligence of Tenant, its agents, employees, contractors, invitees, licensees, tenants or assignees. If Tenant fails to perform, or cause to be performed, such maintenance and repairs, then at the option of Landlord, in its reasonable sole discretion, any such maintenance or repair may be performed or caused to be performed by Landlord and the cost and expense thereof charged to Tenant, and Tenant shall pay the amount thereof to Landlord on demand as additional rental. This obligation shall survive termination or expiration of this Lease.

4.6 Legal Compliance. Tenant shall comply, at its own expense, with all statutes, regulations, rules, ordinances and orders of any governmental body, department or agency thereof which apply to or result from Tenant's use or occupancy of the Premises and shall abide by and observe the Rules and Regulations attached to this Lease as Exhibit "E" and such other

rules and regulations for the use, occupancy or operation of the Building as may hereafter be reasonably established in writing by Landlord, as amended from time to time by Landlord and which apply to all Tenants of the Building.

**4.7 Building Alterations.** If, in order to maintain the Building as an office building or otherwise, Landlord shall be required by any governmental authority to repair, alter, remove, construct, reconstruct or improve any part or all of the Building or Premises, Tenant's obligations under this Lease will not be affected and Tenant waives all claims for injury, damage or abatement of Rent because of such repair, alteration, removal, interruption of utility services, construction, reconstruction or improvement, or lack thereof unless the same is due to Landlord's gross negligence or willful misconduct and as long as Tenant's use is not materially impaired for at least five (5) business days.

## **ARTICLE 5**

### **ALTERATIONS BY TENANT**

Tenant may not make any alterations, additions, or improvements in or to the Premises without the written consent of Landlord not to be unreasonably withheld or delayed. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the Premises) shall be and remain a part of the Premises at the expiration of this Lease Agreement. Subject to the above, any removable partitions installed by Tenant within the Premises shall remain Tenant's property and may be removed by Tenant upon the expiration of the Lease or any renewal or cancellation hereof, and provided Tenant repairs any damage to the Premises and the Building caused thereby, subject to ordinary wear and tear. Tenant's obligation to repair shall survive expiration or termination of this Lease.

## **ARTICLE 6**

### **DAMAGE, DESTRUCTION AND INSURANCE**

#### **6.1 Damage and Destruction.**

(a) If the Building or Premises is damaged partially or wholly by fire, the elements, act of God or other casualty, and if such damage cannot, in Landlord's reasonable estimation, be materially restored within three hundred sixty five (365) days of such damage, then Landlord may, unless the same was directly caused by the gross negligence of Landlord, at its sole option, terminate this Lease as of the date of such fire or casualty and the Lease Term shall end on such date as if that date had been originally fixed in this Lease for the expiration of the Lease Term. Landlord shall exercise its option provided herein by written notice to Tenant within sixty (60) days of such fire or other casualty, and all parties shall be released of all obligations except for accrued rent and those obligations that specifically survive cancellation or termination hereunder.

(b) If this Lease is not terminated pursuant to subsection (a) above, then Landlord shall proceed with all due diligence to repair and restore the Building or Premises, as the case may be (except that Landlord may elect not to rebuild, and thus terminate this Lease, if such damage occurs during the last year of the Lease Term or if the term is extended beyond the initial Lease Term, an extension term properly exercised pursuant to Article 19, and regardless of any term



extension option which is unexercised at the date of occurrence of the casualty), to the extent of insurance proceeds. Landlord's obligation to restore the Premises under the preceding sentence may be discharged, in Landlord's discretion, by Landlord's restoration of the Premises to the base building condition, as it substantially existed on the Premises Delivery Date. Landlord shall use its reasonable best efforts to pursue the substantial completion of any restoration efforts in a timely manner. In the event that Landlord shall fail to complete such repairs and material restoration within a period not to exceed twenty-four (24) months after the date of such damage and Tenant's use and enjoyment of the Premises is then materially impaired by the uncompleted restoration, Tenant may at its option and as its sole remedy terminate this Lease by delivering written notice to Landlord, whereupon the Lease shall end on the date of such notice as if the date of such notice were the date originally fixed in this Lease for the expiration of the term hereof; provided, however, that if construction is delayed because of changes, deletions or additions in construction requested by Tenant, or because of strikes, lockouts, casualties, acts of God, war, material or labor shortages, governmental regulation or control or other causes beyond the control of Landlord, the period for restoration, repair or rebuilding shall be extended for the amount of time Landlord is so delayed. In no event shall Landlord be required to rebuild, repair or replace any personal property, equipment or trade fixtures which belong to Tenant except for items which have been paid for by the Tenant but by their nature have become the property of the Landlord and are covered by Landlord's insurance.

(c) If this Lease is not terminated by Landlord pursuant to this Article 6 and if the Premises are unfit for occupancy in whole or in part following such damage, all Rental and Rental Adjustments payable during the period in which the Premises are unfit for occupancy shall abate and shall be reduced in proportion to the number of square feet of Rentable Area of the premises rendered unusable by such damage; provided, however, that no such abatement and reduction shall be made under the provisions of this subsection (c) in the event such damage shall have been caused through the negligence, acts or omissions of Tenant, its agents, employees, contractors, invitees, licensees, tenants or assignees.

(d) In the event of any damage or destruction to the Building or the Premises is caused by the acts, omissions, and/or gross negligence of the Tenant, Tenant shall, upon notice from Landlord, remove forthwith, at its sole cost and expense, such portion or all of the property belonging to Tenant (other than partitions, fixtures, additions and similar improvements), from such portion or all of the Building or the Premises as Landlord shall request, and Tenant agrees to indemnify and hold Landlord harmless from any loss, liability, costs and expenses, including, without limitation, attorneys' fees at all levels, arising out of any claim of damage or injury as a result of any alleged failure to secure properly the Premises prior to such removal.

(e) Unless any such casualty stated in this Article 6 occurs is caused by Landlord's gross negligence, Landlord shall not be liable to Tenant for inconvenience, annoyance, loss of profits, expenses or any other type of injury or damage resulting from the repair of any such damage, or from any repair, modification, arranging or rearranging of any portion of the Premises or any part or all of the Building or for termination of this Lease as provided in this Article 6, provided, however, that Landlord shall not, in any event, be liable to Tenant for loss of profits.

## 6.2 Insurance.

(a) Tenant agrees to carry fire and extended coverage insurance insuring Tenant's interest in its improvements and betterments to the Premises and any and all furniture, equipment, supplies and other property owned, leased, held or possessed by it and contained therein, such insurance coverage to be in an amount equal to the full insurable value of such improvements and property.

(b) Tenant also agrees to carry a policy or policies of worker's compensation and commercial general liability insurance, including, without limitation, personal injury and property damage, with contractual liability endorsement, in the amount for property damage and Five Million Dollars (\$5,000,000.00) per occurrence for personal injuries or deaths of persons occurring in or about the Premises, as well as personal property insurance on all furniture, fixtures and equipment and all other personal property in the amount of the full replacement value thereof. Said policies shall: (i) name Landlord as an additional named insured and insure Landlord's contingent liability under this Lease, (ii) be issued by an insurance company which is reasonably acceptable to Landlord and licensed to do business in the State of Florida, and (iii) provide that said insurance shall not and may not be canceled unless thirty (30) days prior written notice shall have been given to Landlord. Said policy or policies, or certificates thereof, shall be delivered to Landlord by Tenant upon commencement of the term of the Lease and upon each renewal of said insurance. The Tenant and Landlord agree periodically to amend this subsection to increase the amount of insurance to reflect a commercially reasonable level for similarly situated Buildings and Premises. The modified amount of insurance shall be mutually agreed upon by Landlord and Tenant who each covenant to act in good faith in connection with this subparagraph.

(c) To the extent obtainable, Tenant and Landlord shall obtain from its insurers under all policies of fire, theft, public liability and other insurance maintained by it at any time during the term of this Lease insuring or covering the Building or any portion thereof or operations therein, mutual waivers of all rights of subrogation which the insurer might have against Landlord or Tenant, and Tenant shall indemnify Landlord against any loss or expense, including, but not limited to, reasonable attorney's fees at any level, resulting from the failure to obtain such waiver.

(d) Notwithstanding anything to the contrary herein contained, pursuant to Section 768.28, Florida Statutes, the Tenant shall have the option to maintain self-insurance and/or provide or maintain any insurance required by Tenant under this Lease under blanket and/or broad form insurance policies maintained by Tenant. The right of Tenant to self-insure or maintain insurance pursuant to this Section 6.2(d) shall be subject to Tenant having in force and effect a plan of self-insurance adequate to provide coverage equal to the policies described in this Section 6.2 without being limited by any other provision of this Lease or by any statute, law, code, rule, or regulation of any type. Any self-insurance shall be deemed to contain all of the terms and conditions applicable to such insurance as required in this Lease, including, without limitation, a full waiver of subrogation. If Tenant elects to so self-insure, then with respect to any claims which may result from incidents occurring during the Lease Term, such self-insurance obligation shall survive the expiration or earlier termination of this Lease to the same extent as the insurance required would survive. If, after electing to self-insure or maintain

insurance pursuant to this Section 6.2(d), Tenant fails to maintain said self-insurance coverage, and evidence to Landlord's reasonable satisfaction of the fulfillment of Tenant's obligations under this Section 6.2(d), Landlord shall have the right, after written notice to Tenant, to procure such insurance and Tenant shall promptly reimburse Landlord for the cost thereof.

## **ARTICLE 7**

### **DISABLED INDIVIDUALS**

7.1 Americans With Disabilities. Landlord shall be responsible to ensure that the Building and all common areas shall be constructed in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and in effect on the Commencement Date of the Lease.

7.2 Construction Compliance. Landlord shall further be responsible to ensure that the Base Improvements and access to the Premises thereto, including but not limited to rest rooms, hallways, entryways to the street, and accessible parking, shall be initially constructed in compliance with the accessibility standards for government programs contained in the ADA and of Section 553.501 et seq. of the Florida Statutes (collectively, "ADA Requirements"), that the Base Improvements and access thereto shall be constructed in accordance with said requirements. Landlord agrees to correct any and all violations of the obligations of Landlord under this Section 7.2 within thirty (30) days of written notice by Tenant of the existence of the same, provided that; if such violations cannot feasibly be corrected within said thirty (30) day period then Landlord agrees to commence such repairs within said thirty (30) day period and to diligently pursue the completion of the same within a reasonable period thereafter. After the initial Base Improvements are constructed and Landlord has delivered the Premises to Tenant pursuant to ARTICLE 18, Tenant shall be responsible to maintain the Premises in compliance with ADA Requirements.

7.3 Changes to Premises. Landlord recognizes and agrees that, throughout the term of the Lease Agreement, Tenant may in its discretion change its employees or programs which operate from the Premises. Landlord agrees that Tenant may, at Tenant's expense, make such changes to the Premises or the access thereto as may be required by Tenant to accommodate disabled individuals or to provide program accessibility in connection with any such change in Tenant's programs or work force, or to comply with enactments under the ADA requirements. Any such alterations shall not be undertaken until Landlord has been provided a set of plans and specifications and a description of the reason for making such alterations.

7.4 Post-Commencement Date Requirements. With respect to ADA Requirements enacted after the Commencement Date, Landlord shall remain responsible to maintain the Building and Common Areas in compliance with the ADA Requirements, subject to reimbursement by Tenant of Tenant's share of all costs and expenses incurred in connection with such post-Commencement Date ADA Requirements.

7.5 City/County Requirements. Notwithstanding the foregoing, Landlord is not responsible to make alterations to comply with changes in legal requirements of the City of Miami or Miami/Dade County, Florida, unless such changes apply uniformly to all similar high-



rise office buildings within the applicable jurisdiction(s). In addition, Landlord shall, at Tenant's sole cost, make such changes as are necessary to comply with changes in legal requirements of the City of Miami or Miami/Dade County if such changes do not uniformly apply to all similar high-rise office buildings within the applicable jurisdictions.

**ARTICLE 8**  
**NO LIABILITY FOR TENANT'S PROPERTY**

All property placed or moved in the Premises above described shall be at the risk of Tenant or the owner thereof. Landlord shall not be liable to Tenant for any and all furniture, fixtures, equipment and other property placed or moved into the Premises or for any damage to said property unless caused by or due to gross negligence or willful misconduct of Landlord, Landlord's agents, invitees or employees.

**ARTICLE 9**  
**SIGNS**

All of Tenant's signs located within the interior or exterior of Tenant's Premises, which are visible from outside the Premises (i.e. any elevator lobby area, Common Area, or from outside the Building), will be of a design (except for Miami/Dade County logos) and size to be first approved by Landlord (such approval not to be unreasonably withheld), the cost of painting and installation to be paid by Tenant. All signs shall be removed by Tenant at termination of this Lease Agreement and any damage or unsightly condition caused to the building because of or due to said signs shall be corrected or repaired by Tenant to the reasonable satisfaction of Landlord.

**ARTICLE 10**  
**LANDLORD'S RIGHT OF ENTRY**

Landlord or any of its agents shall have the right to enter Premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, unless an emergency exists, in which case Landlord may enter at any time without notice, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of the Building or to exhibit the Premises to prospective purchasers, lenders, or, during the last year of the then-current lease term, prospective tenants, and to put or keep upon the doors or windows thereof a notice "**FOR RENT**" at any time within one (1) year before the expiration of this Lease Agreement, unless an emergency exists in which case Landlord can enter at any time without notice.

**ARTICLE 11**  
**LIABILITY FOR DAMAGE OR INJURY**

Tenant shall not be liable for any damage or injury which may be sustained by any party or person on the Premises other than (i) to the extent of any insurance or self-insurance coverage as provided in Section 6.2; and/or (ii) resulting from the damage or injury caused by the acts, omissions, or negligence of Tenant, its agents, licensees, invitees or employees as limited by Article 14 of this Lease.

**ARTICLE 12**  
**PEACEFUL POSSESSION**

Subject to the terms, conditions, and covenants of this Lease Agreement, Landlord agrees that Tenant shall and may peaceably have, hold, and enjoy the Premises, without hindrance or molestation by Landlord, provided, however, that such hindrance or molestation by Landlord may occur provided Landlord needs to do so in order to fulfill Landlord's duties under this Lease, and if Landlord performs its work in a manner that does not materially interfere with Tenant's use of the Premises for a period longer than is reasonably necessary.

**ARTICLE 13**  
**SURRENDER OF PREMISES**

Tenant agrees to surrender to Landlord at the end of the term of this Lease Agreement, or any extension thereof, the Premises in as good condition as the Premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear excepted.

**ARTICLE 14**  
**INDEMNIFICATION, HOLD HARMLESS AND LIMITATION OF LIABILITY**

14.1 Florida Statutory Indemnity. Tenant does hereby agree to indemnify and hold harmless the Landlord to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the Tenant shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the Tenant. However, nothing herein shall be deemed to indemnify the Landlord from any liability or claim arising out of the negligent performance or failure of performance of the Landlord or any unrelated third party. Notwithstanding anything in this Lease to the contrary, this Section shall not limit Tenant's obligations under Section 6.2 hereof nor limit Tenant's liabilities to indemnify Landlord pursuant to this Section for items which would be covered by self-insurance of Tenant under Section 6.2.

14.2 LIMITATION OF LANDLORD'S LIABILITY. LANDLORD'S OBLIGATIONS AND LIABILITY WITH RESPECT TO THIS LEASE SHALL BE LIMITED SOLELY TO LANDLORD'S INTEREST IN THE BUILDING, AS SUCH INTEREST IS CONSTITUTED FROM TIME TO TIME, AND NEITHER LANDLORD (BEYOND ITS INTEREST IN THE BUILDING) NOR ANY OFFICER, DIRECTOR, SHAREHOLDER, EMPLOYEE, MEMBER, TRUSTEE, MANAGER, BENEFICIARY OR PARTNER OF LANDLORD SHALL HAVE ANY PERSONAL LIABILITY WHATSOEVER WITH RESPECT TO THIS LEASE. IN ANY ACTION OR PROCEEDING BROUGHT TO ENFORCE THE OBLIGATION OF LANDLORD TO TENANT UNDER THIS LEASE, LANDLORD AND TENANT AGREE THAT ANY FINAL JUDGMENT OR DECREE SHALL BE ENFORCEABLE AGAINST LANDLORD ONLY TO THE EXTENT OF LANDLORD'S INTEREST IN THE BUILDING, AS AFORESAID, AND ANY SUCH JUDGMENT OR DECREE SHALL NOT BE CAPABLE OF EXECUTION AGAINST, NOR

BE A LIEN ON, ANY ASSETS OF LANDLORD OTHER THAN ITS INTEREST IN THE BUILDING, AS AFORESAID.

**ARTICLE 15**  
**ASSIGNMENT AND SUBLETTING**

15.1 Landlord's Consent Required. Tenant shall not assign this Lease Agreement or any part thereof. Tenant shall not sublet all of the Premises. Tenant shall not sublet any part of the Premises without the prior written approval of the Landlord, which approval shall not be unreasonably withheld or delayed, except as permitted in this Article 15. Landlord's reasonable approval shall be subject to, among other factors, the conditions of Article 15.2(a), (b), (c) and (d) below. Notwithstanding anything contained in this Section 15.1 to the contrary, and without modifying, limiting, or otherwise affecting Tenant's obligations to comply with all provisions of this Lease Agreement applicable to assignment and subletting, at no time shall the Tenant be permitted to have under sublease more than fifty-thousand (50,000) square feet.

Without limiting the other instances in which it may be reasonable for Landlord to withhold its consent to any such subletting, Landlord and Tenant acknowledge that it shall be reasonable for Landlord to withhold its consent in the following instances:

- a. If Tenant is in default under this lease beyond any applicable cure period; or
- b. If, in Landlord's reasonable judgment, the proposed use of the Premises by the proposed sublessee would not be in strict conformity with the provisions of Section 1.5, Section 1.6 or any other provisions of this Lease; or
- c. If, in Landlord's reasonable judgment, the financial worth of the proposed sublessee does not meet the credit standards applied by Landlord or Landlord's lender(s), in considering other sublessees under leases with comparable provisions; or
- d. The proposed sublessee does not have at least five (5) years experience in the business to be operated within such sublessee's premises; or
- e. The proposed sublessee does not agree in writing to assume all of the terms, covenants and conditions to be performed by Tenant under this lease, including without limitation, the obligation to continue to operate the Premises in accordance with Section 1.5 and Section 1.6 of this Lease; or
- f. If, in Landlord's reasonable judgment, the operation of a proposed sublessee, as evidenced by a business plan or such other evidence as may be reasonably available to Landlord would in any way detract from the reputation of Overtown Transit Village; or
- g. At the time immediately before and immediately after such sublease, the proposed sublessee does not have a net worth that adequately demonstrates

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such sublessee's ability to meet all of its annual obligations throughout the term that such sublessee is a sublessee under this Lease, as shown in current certified financial statements.

All of the provisions of Section 15.2(a), 15.2(b), 15.2(c) and 15.2(d), of this Lease, shall apply to any sublease and sublessee approved by Landlord under this Section 15.1

15.2 Governmental Exceptions. Notwithstanding the terms of this Article 15 of the lease, Landlord and Tenant agree that Tenant may sublease portions of the Premises only to entities that are organized, owned, operated, and managed as (i) governmental entities, or (ii) as not for profit entities or associations directly or indirectly controlled by governmental entities, but only to the extent and as long as said sublease does not use any of the Premises as any of the Restricted Uses as defined in Section 1.6. Tenant shall also comply with the following terms and conditions:

(a) Notwithstanding the giving by Landlord of its consent to any sublease with respect to the Premises, no sublessee may exercise any preemptive right or so-called right of first refusal to lease, or term renewal or extension option under this Lease except in accordance with a separate written agreement entered into directly between such sublessee and Landlord. Subsequent to an approved sublease, neither Tenant nor a subtenant shall have any right to exercise on behalf of the sublessee (as to the space subleased) any, preemptive right or so-called right of first refusal to lease or term renewal or extension option.

(b) If the Premises or any part thereof is subleased or occupied by any party other than Tenant, Landlord may (but is not required), after default by Tenant, collect rent from the subtenant or occupant, and apply the net amount collected to the Base Rental and additional rental herein reserved, but no such subleasing, occupancy or collection shall be deemed (i) a waiver of any of Tenant's covenants contained in this Lease, (ii) the acceptance by Landlord of the subtenant or occupant as tenant, or (iii) the release of Tenant from further performance by Tenant of its covenants under this Lease. Notwithstanding the foregoing, if Tenant subleases or assigns all or any portion of this Lease to the Government of the United States of America or the State of Florida, or any entity thereof, provided such entity has a credit rating equal to or higher than Tenant's credit rating was at the time of execution of this Lease, and such entity assumes all of Tenant's obligations for the remainder of the Term and on the terms and conditions contained in this Lease in a form acceptable to Landlord, then the provisions of Article 15.2 (b)(iii) does not apply and Tenant shall be relieved from the performance of its covenants under this Lease as they relate to the assigned or subleased portions of the Premises.

(c) The sublease by Tenant of a portion or all of the Premises and the Landlord's approval of or consent to such sublease transaction shall not operate to release Tenant from its liability hereunder except as described in the last sentence of subsection (b) above, and shall not affect Landlord's rights under this Article 15 as to any subsequent proposed sublease.

(d) Tenant covenants and agrees to deliver to Landlord one (1) fully executed counterpart of the instruments and documents (including, but not limited to, amendments thereto) evidencing any approved subleasing effected pursuant to this Lease. Such delivery shall be made promptly following the execution of any such instrument or document.

**ARTICLE 16**  
**SUCCESSORS IN INTEREST**

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

**ARTICLE 17**  
**NOTICES**

17.1 It is understood and agreed between the parties hereto that written notices shall be sent by (i) certified or registered mail, return receipt requested, first class, postage prepaid (deemed effectively received five (5) days after being sent); or (ii) by a nationally recognized overnight courier (deemed effectively received the day after being sent); or (iii) by local hand delivery (deemed effective the day delivered), each postage prepaid and addressed as follows:

**TENANT:**

**Miami-Dade County**  
c/o Facilities and Utilities Management Division  
Real Estate Section

General Services Administration  
111 N.W. First Street, Suite 2460  
Miami, Florida 33128  
Attention: Director

With a copy of all notices to:

**County Attorney**  
111 NW 1<sup>st</sup> Street,  
28<sup>th</sup> Floor  
Miami, Florida 33128

**LANDLORD:**

**Overtown Station II, LLC**  
c/o Taylor Development Company  
12000 Biscayne Boulevard  
Suite 803  
Miami, Florida 33181  
Attention: Harvey S. Taylor, President

And with a copy of all notices to:

**Bilzin Sumberg Dunn Price & Axelrod LLP**  
200 South Biscayne Blvd. Suite 2500 Miami, Florida 33131  
Attention: Albert Dotson, Esquire

Said delivery shall constitute sufficient notice to Tenant and Landlord to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

## **ARTICLE 18**

### **CONSTRUCTION AND IMPROVEMENTS**

#### **18.1    Construction of the Building.**

Landlord anticipates substantially completing the Building (including (i) Substantial Completion of the Building's common area facilities, (ii) Substantial Completion of the Building systems necessary to service the Building including, without limitation, HVAC, electrical, and elevators, and (iii) Substantial Completion of the public entrances and lobbies of the Building) and Base Improvements, meaning that the Building and Base Improvements will be constructed to the degree necessary that would (a) allow the applicable governmental building authority to issue a certificate or temporary certificate of completion and (b) allow, after such issuance, for Tenant to occupy the constructed area for purposes of commencing the build-out of the Tenant Work, subject to the completion of items generally known in the industry as "punchlist items" ("Punch-List items") that do not materially interfere with Tenant's ability to perform such build-out ("**Substantial Completion**") within thirty-six (36) months after the Site Plan Approval Date. In addition to the foregoing, Substantial Completion shall include the meaning that the work will be completed to a condition that allows commencement of the build-out of the Tenant Work in the Premises to commence (the "**Premises Delivery Date**") within thirty-six (36) months after the Site Plan Approval Date. On such date, the Premises shall be delivered in a "**Tenant Ready**" condition. Landlord shall keep Tenant reasonably informed of the likely date the Premises will be Tenant Ready, which date may change depending on force majeure and other issues beyond Landlord's control (subject to Section 2.2) that prevent Landlord from completing the Building and Base Improvements by the Premises Delivery Date.

#### **18.2    Base Improvements.**

(a) Subject to the terms, conditions, and covenants of this Lease Agreement, including, without limitation, Section 18.1 above concerning construction of the Building, Landlord, at its expense, shall partition (excluding Tenant office partitions) and prepare the Premises to a base building condition (collectively, "**Base Improvements**") in accordance with the plans and specifications prepared by Landlord's architect and approved by Landlord and, only as set forth in Section 18.2(f) of this Lease, Tenant. Landlord shall bear the expense of installing only those items and making only such improvements as are building standard improvements, meaning such sheetrock, paint, carpeting, doors, door frames, fixtures, electrical, lighting, plumbing, HVAC and other material improvements as are ordinarily and customarily utilized by office building Tenant improvement contractors in the Miami, Florida area at their reasonable discretion

necessary to substantially complete the Base Improvements described herein within the minimum requirements of the applicable building code. Without limiting the foregoing, the building standard improvements are listed on Exhibit "G" attached hereto, and are subject to change at the sole discretion of Landlord as long as Landlord substitutes specific building standard improvements with materials of like quality. The cost of all installations or improvements requested by Tenant in excess of building standard improvements or which are not building standard improvements (in the discretion of Landlord or Landlord's contractor) which are to be made by Landlord shall be paid by Tenant, as additional rent if not paid for as provided in Article 18.2(e) below. The improvements described on Exhibit "G" attached hereto constitute all the Base Improvements which are Landlord's responsibility to construct the Substantial Completion of which will place the Premises into a substantially finished base building condition in fulfillment of Landlord's construction obligations under this Lease.

(b) Failure by Tenant to reimburse Landlord in full within thirty (30) days after Tenant's receipt of an invoice therefor will constitute an event of default by Tenant hereunder.

(c) Landlord reserves the right:

(i) to substitute construction materials of equivalent grade and quality when and if any material specified in the working drawings shall not be readily and reasonably available;

(ii) to make changes necessitated by conditions met in the course of construction, provided that Tenant's written approval of any material changes shall first be obtained (which approval shall not be unreasonably withheld or delayed so long as there shall be general conformity with the Final Drawings); and

(iii) to make changes as required by the local building department in order to obtain a building permit or a temporary certificate of occupancy (or its equivalent).

(d) Landlord anticipates that it will Substantially Complete all Base Improvements as set forth in this Article 18 within thirty-six (36) months following the Site Plan Approval Date, subject to delays arising from circumstances beyond Landlord's reasonable control, notwithstanding the necessity to correct, adjust, or complete certain items ("**Punch-List**" items) to be described on the **Tenant Acceptance Agreement** attached hereto as Exhibit "D". The rent commencement date shall be the Commencement Date. Landlord shall complete such Punch-List items at its expense at a time mutually convenient to both parties, during which time Tenant may, if permitted by law and applicable governmental authorities, handle its Tenant Work (as defined in Section 26). Subject to Landlord's reasonable approval, Tenant may commence Tenant Work prior to Substantial Completion as long as the Tenant Work does not inhibit or interfere with the Base Improvements work in any way. Landlord shall make every reasonable effort to complete the Punch-List items within sixty (60) days of its receipt of a fully executed Tenant Acceptance Agreement. After said sixty (60) days, in the event Landlord has not completed a particular Punch-List item, Tenant shall notify Landlord of such particular item or items. If Landlord does not complete said item or items to Tenant's reasonable satisfaction within fifteen (15) days of receipt of said notice, then Tenant may undertake the completion of same and invoice Landlord for the expenses reasonably and actually incurred by Tenant.

(e) With respect to work performed by Landlord at Tenant's expense, or any work required due to any changes required by Tenant or Tenant's architect, engineers or space planners (collectively, referred to as "**Additional Work**"), Landlord and Tenant shall follow the following procedures: Tenant shall request such work from Landlord in writing, and Landlord shall respond within thirty (30) days of receipt of the request by providing Tenant with a proposal describing the estimated quantities and cost involved to perform the Additional Work, including Landlord's management supervision fee which shall be five percent (5.0%) of the Landlord's actual cost (hard and soft) of performing the additional work ("Landlord Supervision Fee"). Tenant acknowledges and agrees that such estimates may first only include estimates for soft costs (e.g., architectural, MEP engineering, civil engineering, etc.) and the estimates for hard costs (e.g., the actual construction work) may only be provided after the applicable plans for said Additional Work are completed and the applicable building department has provided final approval, if any, therefor. Once such final building department approval has been provided, Landlord shall request that its general contractor provide Tenant (together with such hard cost estimate) an estimate of delays (the "Original Estimated Period of Delay") that any such Additional Work may cause to the Project construction schedule (such hard cost estimate and Original Estimated Period of Delay are sometimes collectively referred to as "Change Order"). If Tenant approves said Change Order (i) hard estimate and (ii) delay, Tenant shall be responsible for any and all costs, fees, expenses, and/or damages sustained by Landlord, which, directly or indirectly, relate to (a) any portion of the Additional Work and/or (b) the Original Estimated Period of Delay caused by each such Additional Work. Additionally, if the Project construction schedule is delayed for a period greater than the Original Estimated Period of Delay, and such additional delay is caused by Tenant, including, but not limited to, Tenant's failure to timely and/or promptly respond to request(s) for details, information, etc., Tenant shall be responsible for said costs, fees, expenses and/or damages which, directly or indirectly, relate to such additional delay. Within five (5) business days of Tenant's receipt of Landlord's proposal, Tenant shall either approve Landlord's proposal in writing or tender a counter proposal, which Landlord and Tenant shall negotiate in good faith. Upon Landlord and Tenant's agreement as to the change and the price therefor, Landlord and Tenant shall memorialize their agreement in writing (an "Additional Work Order"). Tenant, at Tenant's sole cost and expense shall compensate the Landlord for work performed pursuant to an Additional Work Order within thirty (30) days of receipt of an invoice therefor. Tenant has the right to inspect the Premises during construction, and all Base Improvements which deviate substantially from the approved working drawings and are reasonably unsatisfactory to Tenant must be corrected or repaired at Landlord's expense, unless due to any change orders required by Tenant.

(f) Prior to submission to the building department of complete construction documents for the Building, Landlord shall submit to Tenant Project construction documents for Tenant's review. For purposes of this subparagraph 18.2(f), Landlord's submission to Tenant of "Project construction documents" (as referenced in the immediately preceding sentence) that are, according to the architect, approximately seventy five (75%) completed, shall be deemed sufficient. The only basis upon which Tenant may object to such plans is a material non-conformity with the provisions of Section 18.2(a) of, or Exhibit G to, this Lease. Tenant shall give written notice to Landlord within ten (10) business days after delivery of said construction documents to Tenant of the particulars, if any, in which said construction documents fail to conform to such Section 18.2(a) or Exhibit G and Landlord shall, after such notice from Tenant of nonconformity, make the revision(s) necessary to correct such matters to Tenant's reasonable



satisfaction, and resubmit revised construction documents to Tenant. Tenant shall then review said revised construction documents and provide Landlord with its comments and required changes, if any, or its approval, within five (5) business days after delivery of the revised construction documents to Tenant. If comments or required changes are made, then Landlord and Tenant may undertake the preparation and approval of additional construction documents with Tenant only being provided five (5) business days for each review, for up to a maximum of two (2) times after the submission of the first set of working drawings, after which Tenant's approval shall be deemed provided. Tenant's approval shall be evidenced by Tenant causing one (1) set of such construction documents to be initialed and dated on its behalf and returned to Landlord. If Tenant does not review, make comments, change, or approve said construction documents and notify Landlord, in writing, within the applicable timeframe, set forth above, then Landlord may deem the construction documents approved without revision by Tenant, and Landlord shall proceed with construction of the Base Improvements. Said construction documents as so approved shall be deemed the "**Final Drawings.**" All construction documents and the Final Drawings shall be prepared in accordance with applicable governing codes and ordinances. To the extent that any changes are made to any of the Final Drawings which are, in any manner, related to any comments and/or revisions made by the applicable building department(s), water and sewer departments, fire department(s), health departments, DERM, zoning, and/or any other governmental and/or quasi-governmental departments, Landlord shall not be required to submit such changes to Tenant for Tenant's review or approval, unless such changes materially change (a) the layout or (b) the amount of Rentable Area of the Premises. Landlord shall provide at its cost and expense all necessary permits for Base Improvements. Landlord shall provide at its cost and expense the certificate or temporary certificate of completion (or its equivalent) with respect to substantial completion of the Base Improvements. Tenant is responsible for the costs of all other licenses and/or fees required to operate in the Premises

### 18.3 Fit-Up Allowance.

(a) Landlord has agreed to pay Tenant up to \$9.00 per square foot, as a "**Fit-Up Allowance**" for the cross-hatched areas on Exhibit "J" attached hereto and made a part hereof by this reference, to be used toward the portion of Tenant Work which becomes part of the improvements comprising the Premises, such as but not limited to fixtures, telecommunication and computer cabling, and installed trade fixtures. Said amount shall be paid within thirty (30) days after Tenant furnishes Landlord with paid receipts for work, acquisition and installation costs incurred by Tenant, as well as lien waivers from all suppliers of labor and materials. The Fit-Up Allowance may also be applied by Landlord against any costs incurred due to changes in the Final Drawings pursuant to Article 18 of the Lease. Notwithstanding the foregoing, the Fit-Up Allowance shall not be used toward the acquisition or installation of moveable furniture, personal property and other property which does not become affixed to the Premises or incorporated into the improvements. Landlord and Tenant agree that notwithstanding anything in this Lease to the contrary, Tenant may pay Landlord for any Additional Work, regardless of when performed, which would constitute Tenant Work eligible for reimbursement pursuant this Section 18.3(a), if such Additional Work had been performed by Tenant instead of Landlord, by having the Landlord apply any unused balance of the Fit-Up Allowance to the sums owed to Landlord by Tenant pursuant to Subsection 18.2(e). To the extent the balance of the Fit-Up

Allowance is insufficient to pay for the Additional Work, described in the immediately preceding sentence, Tenant shall make such payments in accordance with subparagraph 18.2(e).

(b) Landlord has agreed to pay an additional Fit-Up Allowance in the amount of up to Two Hundred Sixty Six Thousand Four Hundred Ninety Five and No/100 dollars (\$266,495). Tenant may, but shall not be obligated, to apply such additional Fit-Up Allowance of \$266,495, as a contribution towards the following Additional Work, if, at Tenant's request, pursuant to and in accordance with Section 18.2(e), Landlord performs all the following Additional Work pursuant to Section 18.2(e), and such Additional Work is capable of being incorporated within the Building: (i) design and installation of floor to ceiling enclosures, including but not limited to any associated structural, HVAC, electrical and mechanical requirements for at least (A) two (2) offices per floor of no less than two hundred and forty (240) square feet each, (B) two (2) conference rooms per floor of no less than three hundred and sixty (360) square feet each, (C) one (1) lounge per floor with kitchen appliances, fittings and utilities per floor of no less than one hundred (100) square feet, (D) at least one room per floor of at least two hundred and twenty-five (225) square feet designed for the storage of computer servers and equipment with auxiliary air conditioning, and (E) at least one (1) storage room per floor of at least four hundred (400) square feet; (ii) a change in the base building specifications of from 2' x 4' ceiling tiles to 2' x 2' ceiling tiles; and (iii) a change in the base building specifications from "floor mounted" toilet compartments to "ceiling mounted" toilet compartments. This additional Fit-Up Allowance shall be paid in the manner set forth in 18.3 (a) above. Tenant, at its option, may apply portions of any unused balance of the Fit-Up Allowance to pay for any sums due to Landlord under Subsection 18.2(e) for the Additional Work described in this subparagraph 18.3(b). To the extent the balance of the Fit-Up Allowance is insufficient to pay for the Additional Work described in this subparagraph 18.3(b), Tenant shall make such payments to Landlord in accordance with subparagraph 18.2(e). It is further understood and agreed that no Landlord Supervision Fee as outlined in Article 18.2(e), above, shall be added to the cost of the Additional Work specified only in this subparagraph 18.3 (b), unless such 18.3(b) Additional Work exceeds such \$266,495, in which case, Tenant shall pay to Landlord a Landlord Supervision Fee for the cost of such 18.3(b) Additional Work that exceeds \$266,495.

18.4 Discharge of Liens. Tenant is not authorized to contract for or on behalf of Landlord for work on or the furnishing of materials to the Premises or any other part of the Building (except in event of default by Landlord, but even in such event not in the name of Landlord). Tenant shall discharge of record by payment, bond or otherwise, within ten (10) days subsequent to the date of its receipt of notice thereof from Landlord, any mechanic's, laborer's or similar lien filed against the Premises or the Building for work or materials claimed to have been furnished at the instance of Tenant. If Tenant shall fail to cause such lien or claim of lien to be so discharged or bonded within such period, in addition to any other right or remedy it may have, Landlord may, but shall not be obligated to, discharge the same by paying the amount claimed to be due or by procuring the discharge of such lien or claim by deposit in court or bonding, and in any such event, Landlord shall be entitled, if Landlord so elects, to compel the prosecution of any action for the foreclosure of such lien or claim by the claimant and to pay the amount of the judgment, if any, in favor of the claimant, with interest, costs and allowances. Tenant shall pay as additional rental on demand from time to time any sum or sums so paid by Landlord and all costs and expenses incurred by Landlord, including, but not limited to, reasonable attorneys' fees at any level in processing such discharge or in defending any such action. As is permitted by

Florida Statutes, Section 713.10, notice is hereby given that Landlord shall not be liable for any work performed or to be performed at the Premises for Tenant or any subtenant, or any material furnished or to be furnished at the Premises for Tenant or any subtenant, or any materials furnished or to be furnished at the Premises for Tenant or any subtenant, upon credit, and that no construction or other lien for such work or materials shall attach to or affect the estate or interest of Landlord in and to the Premises.

18.5 With regard to any redecorating, repainting or recarpeting of the entire common areas of the Building, the Landlord shall first obtain the reasonable approval of the Tenant as to aesthetics only, prior to executing any of the work, and, in no event, shall Landlord be required to provide any higher quality or costlier materials, than previously provided or required under Exhibit G or Section 18.2 (a), to this Lease. Such approval, or any comments by Tenant, shall be provided within fifteen (15) days of Tenant's request for such approval. If Tenant fails to provide such approval or comments within said fifteen (15) days, such items shall be deemed automatically approved. If any comments are provided by Tenant, such approval process shall be repeated, with the same time frame provided, one more time. If the parties cannot agree after the second time, Landlord shall be entitled to select the item, without Tenant's approval, so long as such item complies with Exhibit G or Section 18.2(a) to this Lease or at least meets the quality of that item that was previously provided.

## ARTICLE 19

### OPTION TO EXTEND

19.1 Exercise of Option. Provided Tenant is not in Default under this Lease Agreement, Tenant, through its County Manager or his designee, is hereby granted two (2), five (5) year options to extend the term of this Lease Agreement pursuant to the following terms and conditions:

(a) The periods of extension for the extension options shall be five (5) years each, commencing on the day after the Expiration Date and ending on the fifth (5th) anniversary of the then current Expiration Date (such options being hereinafter referred to as the "**Extension Options**" and the periods hereinafter referred to as the "**Extension Periods**").

(b) In order to be effective, Tenant must exercise the Extension Option by written notice to Landlord given at least one (1) year before the then current Expiration Date. The parties hereto can mutually waive this provision, each in their sole discretion if they so choose, but Landlord's waiver must be in writing.

(c) The Extension Options shall be applicable to the entire Premises, as it may have been expanded from time to time pursuant to the terms of the Lease.

(d) The terms and conditions of the Lease, as it may have been amended from time to time, shall remain in full force and effect during the Extension Periods, except that Annual Base Rental shall increase either (i) by one percent (1%) over the Annual Base Rental paid the previous Lease Year, or (ii) to the Prevailing Market Terms and Conditions as defined in Subsection 19.1(f) below; whichever is greater, provided, however, Tenant shall have no other options to extend the Term.

(e) After the Landlord has received the written request of Extension of Term and after the Annual Base Rental has been established, at Landlord's request, Tenant agrees to enter into an amendment to the Lease to document the exercise of an Extension Option at least thirty (30) days prior to the commencement date of an Extension Period; provided, however, failure to enter into such amendment by Tenant shall not affect, limit or abrogate the obligations of Tenant or Landlord under this Section.

(f) **"Prevailing Market Terms and Conditions"** shall mean the then prevailing market rate for Rent, Operating Expense escalation, allowances for Tenant improvements and design and other economic terms as are negotiated for leases comparable to this Lease for **"second generation"** space comparable to the Premises in the central business district of Miami, Florida, and for a term equivalent to the Extension Period. The Prevailing Market Rate shall be determined between Landlord and Tenant by mutual agreement between the sixth (6<sup>th</sup>) and the fifth (5<sup>th</sup>) month prior to the first day of each of the Extension Periods for the Extension Period. However, if Landlord and Tenant cannot so agree, the Prevailing Market Rate shall be established in the manner specified in subsection (g) below in this Paragraph. In no event shall the Annual Base Rental rate be less than one percent (1%) over the Annual Base Rental for a previous Lease Year or for purposes of calculating the Tenant's share of Operating Expenses, shall the Initial Operating Expense of Eleven and 13/100 Dollars (\$11.13) be changed.

(g) If Landlord and Tenant have not reached an agreement as to the Prevailing Market Terms and Conditions by said date set forth in Subsection 19.1(f), Landlord shall advise Tenant, in writing, of its determination of the Prevailing Market Terms and Conditions as of the beginning of the Extension Period. Within ten (10) days after receipt of Landlord's determination of the Prevailing Market Terms and Conditions, Tenant shall advise Landlord, in writing, whether or not Tenant accepts or rejects the Prevailing Market Terms and Conditions specified by Landlord. Failure to accept or reject the Prevailing Market Terms and Conditions specified by Landlord shall be deemed acceptance by Tenant. If Tenant rejects the Prevailing Market Terms and Conditions determined by Landlord, Tenant shall specify in such notice its selection of a real estate appraiser, who shall act on Tenant's behalf in determining the Prevailing Market Terms and Conditions. Within ten (10) days after Landlord's receipt of Tenant's selection of a real estate appraiser, Landlord, by written notice to Tenant, shall designate an MAI certified real estate appraiser, who shall act on Landlord's behalf in the determination of the Prevailing Market Terms and Conditions. Within ten (10) days of the selection of Landlord's appraiser, the two appraisers shall render a joint written determination of the Prevailing Market Terms and Conditions. If the two appraisers are unable to agree upon a joint written determination within said ten (10) day period, each appraiser shall render his or her own written determination and the two appraisers shall select a third appraiser within such ten (10) day period. Within ten (10) days after the appointment of the third appraiser, the third appraiser shall select one of the determinations of the two appraisers originally selected, without modification or qualification. All appraisers selected in accordance with this subsection shall have at least five (5) years prior experience in the metropolitan Miami commercial leasing market and shall be members of the Florida association of realtors, the American Institute of Real Estate Appraisers, or similar professional organization. If either Landlord or Tenant fails or refuses to select an appraiser, the other appraiser shall alone determine the Prevailing Market Terms and Conditions. Landlord and Tenant agree that they shall be bound by the determination of Prevailing Market Terms and Conditions pursuant to this subsection for the Extension Period. Landlord shall bear

the fees and expenses of its appraiser; Tenant shall bear the fees and expenses of its appraiser; and Landlord and Tenant shall share equally the fees and expenses of the third appraiser, if any.

19.2 Restrictions. Notwithstanding anything in this Paragraph to the contrary, Tenant shall have no right to exercise an Extension Option under this Paragraph, nor shall Landlord have any obligation to enter into a lease for the Extension Period with Tenant, at any time during which either (a) Tenant is in Default or a Default exists with respect to Tenant under the Lease, or (b) the Lease is not in full force and effect.

## **ARTICLE 20**

### **RENT ADJUSTMENT**

The Adjustable Annual Base Rental Rate (as defined in Section 3.1(b) herein) portion of the annual base rental rate shall increase two percent (2%) per year over the previous Lease Year's Adjustable Annual Base Rental Rate beginning with the first day of the month following the twelfth (12<sup>th</sup>) complete month in which the Commencement Date occurred, such twelve-month period being referred to as a "**Lease Year**," through the last day of the tenth (10<sup>th</sup>) Lease Year. The Adjustable Annual Base Rental Rate portion of the Annual Base Rental Rate shall increase one percent (1%) per year over the previous Lease Year's Adjustable Annual Base Rental Rate beginning on the first day of the Eleventh (11<sup>th</sup>) Lease Year through the twenty-fifth (25<sup>th</sup>) Lease Year, and, during the Extension Options described in Article 19, Annual Base Rental Rate shall increase, pursuant to said Article 19. Landlord shall notify Tenant of the adjusted monthly rent, in writing, at least thirty (30) days prior to the respective Lease Year anniversary date.

## **ARTICLE 21**

### **HEATING, VENTILATION, AIR-CONDITIONING AND OTHER SERVICES**

21.1 Services. Provided Tenant is not then in Default under this Lease, Landlord agrees to provide to Tenant, as Landlord and Tenant deem reasonably necessary, the following services:

(a) General cleaning and janitorial service required as a result of normal, prudent use of the Premises and only on Mondays through Fridays, inclusive, with New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and such other holidays which are observed regionally or nationally as Landlord may designate from time to time (herein collectively called the "**Holidays**") excepted (such services being described on Exhibit I attached hereto);

(b) Heating and air-conditioning service (i.e., the Premises will be heated or air conditioned) daily on Mondays through Fridays, inclusive, with Holidays excepted, from 8:00 A.M. to 6:00 P.M. and on Saturdays, if not a Holiday, from 8:00 A.M. to 1:00 P.M. Should Tenant desire either heating or air-conditioning at such reasonable times when such services are not furnished by Landlord under the terms of this Lease, Landlord shall furnish such services as requested by Tenant upon not less than twenty-four (24) hours notice from Tenant, at Tenant's expense. Tenant shall pay the cost of all electric current needed to provide these additional services at a rate not to exceed that which would be charged by the applicable Florida power

company, or its successor, if the Tenant were a direct customer thereof. Landlord may require separate electrical metering of such supplemental electric power or circuits to the Premises, and Tenant shall pay, on demand, the cost of the design, installation and maintenance of such metering facilities. Payments for such additional services shall be deemed additional rental due from Tenant;

(c) Elevator service daily on Mondays through Fridays, inclusive, with Holidays excepted, from 8:00 A.M. to 6:00 P.M. and on Saturdays, if not a Holiday, from 8:00 A.M. to 1:00 P.M. At least two elevators shall be operative at all other hours;

21.2 Non-Building Standard Items. Tenant shall not, without Landlord's prior written consent in each instance, connect any items such as non-Building standard Tenant lighting, vending equipment (except for use by Tenant's employees, printing or duplicating machines, computers (other than desktop word processors and personal computers), auxiliary air conditioners and other computer-related equipment to the Building's electrical system, or make any alteration or addition to the system. Tenant may request Landlord to provide such supplemental power or circuits to the Premises, which request Landlord may grant or withhold in its reasonable discretion. If Landlord furnishes such power or circuits, Tenant shall pay Landlord, on demand, the cost of the design, installation and maintenance of the facilities required to provide such additional or special electric power or circuits, and the cost of all electric current so provided at a rate not to exceed that which would be charged by the applicable Florida power company, or its successor, if Tenant were a direct customer thereof. Landlord may require separate electrical metering of such supplemental electric power or circuits to the Premises, and Tenant shall pay, on demand, the cost of the design, installation and maintenance of such metering facilities. In no event shall Tenant have access to any electrical closets in the Building, it being agreed that any electrical engineering design or contract work (over and above such work to be done as part of the Base Improvements) shall be performed at Tenant's expense by Landlord or an electrical engineer and/or electrical contractor designated by Landlord. All invoices respecting the design, installation and maintenance of the facilities requested by Tenant shall be paid within thirty (30) days of Tenant's receipt thereof. Landlord's charge to Tenant for the cost of electric current so provided shall be paid within thirty (30) days of receipt of invoice by Tenant.

## **ARTICLE 22**

### **HVAC MAINTENANCE**

Without limiting the obligations of Landlord as set forth in ARTICLE 4 of this Lease Agreement, Landlord shall be required to initiate and maintain a commercial HVAC system maintenance contract, or contracts, subject to Tenant's reasonable approval prior to Landlord's execution of said contract, which shall call for regular maintenance and service to such systems in accordance with industry standards.

**ARTICLE 23**  
**MAINTENANCE AND JANITORIAL SERVICES**

Landlord shall perform or cause to be performed in the Premises, during the term of this Lease Agreement the maintenance and janitorial services pursuant to Section 21.1(a) above and Exhibit I hereto.

**ARTICLE 24**  
**PARKING AND GARAGE**

24.1 Tenant shall have the right to use all parking areas pursuant to this Article 24. Landlord shall construct a multi-deck parking garage (the "**Garage**") within the Building to serve the needs of tenants in the Premises and their visitors. The size, layout and location of the Garage shall be decided upon by Landlord in its discretion subject to receiving appropriate governmental approvals and permits, and all plans and specifications are subject to change pursuant to the terms of this Lease. It is anticipated that the Garage improvements will include no more than 360 spaces, and will be Substantially Completed prior to or upon Substantial Completion of the Base Improvements. The Garage will not include more than 360 spaces without Tenant's reasonable approval. Tenant recognizes that the Garage may or may not be connected to the Phase I Garage, however, if the Garage is connected to the Phase I Garage, Tenant consents to any such connection. To the extent that the Garage is to be connected, Tenant does hereby agree, whether before, during or after construction, to execute such instruments, such as, but not limited to, easements, operating agreements, etc., that may be desired by Landlord to effectuate and/or facilitate such connection and/or the operation of the Phase I Garage and the Garage, so long as such execution by Tenant does not materially affect Tenant's rights herein.

24.2 Landlord shall at its discretion charge monthly, hourly and other rates commensurate with other parking facilities in the central Miami business district.

24.3 Landlord reserves the right at its discretion to alter the Garage design, layout, location, and size, both vertically and horizontally, at its reasonable discretion, including the closing of certain portions of the Garage during construction, as long as Tenant retains use of the number of parking spaces which are paid for by Tenant or its employees, or spaces elsewhere on the Land in reasonable proximity to the Building during reasonable periods of construction.

**ARTICLE 25**  
**CONDITIONS PRECEDENT TO COMMENCEMENT OF TERM**

25.1 Approval by Tenant. The following conditions precedent must be satisfied prior to the Commencement Date:

(a) Said approval means that this Lease Agreement and all schedules and exhibits hereto must be approved by the Miami/Dade County Board of Commissioners and by the Mayor of Miami/Dade County, provided, however, if the Mayor vetoes such approval by the Board of County Commissioners, and such veto is overridden by the Board of County Commissioners, said approval shall be deemed provided by Tenant (collectively, "**Tenant Approval**"). Until

said date ("**Tenant Approval Date**"), Landlord is not required to expend any sums toward Tenant's construction.

(b) The Master Lease has commenced.

25.2 Title. Landlord holds a sub-subleasehold interest in the Land underlying the Building, pursuant to that certain sub-sublease (the "Sub-sublease") between NGP Overtown I LLC, a Florida limited liability company, as sub-sublessor, and Landlord, as sub-sublessee, which sublessor holds a sublease interest by way of that certain assignment between Overtown Partnership Limited, as assignor, and NGP Overtown I LLC, as assignee, which assignor held a sublease interest by way of that certain Sublease Agreement between Overtown Partnership Limited, as sublessee, and St. Agnes Rainbow Village Development Corporation, as sublessor ("**Sublessor**") dated as of November 7, 2000, a Memorandum of which was recorded in the public records of Miami-Dade County, Florida ("**Sublease**"), which Sublessor holds a ground leasehold interest by way of that certain Ground Lease dated as of December 18, 2000 ("**Master Lease**") between Sublessor, as tenant, and Tenant, as landlord. This Lease Agreement is subject and subordinate to the Sublease, the Master Lease, the Sub-Sublease, and any other subleases and/or sub-subleases, including without limitation, a sublease between Sublessor and Landlord, if any. Landlord's interest in the Land (and/or the Project and/or any other improvements thereon) may, in Landlord's sole and absolute discretion, convert from a sub-subleasehold interest to, among other things, a sublease interest and Tenant agrees to execute such instruments as may be desired by Landlord by Landlord in connection with any such conversion.

25.3 Non-Disturbance Agreement. Landlord shall have obtained Non-Disturbance Agreements as provided in ARTICLE 28, if applicable.

## **ARTICLE 26**

### **CONSTRUCTION OF TENANT WORK**

Upon Substantial Completion of the Base Improvements, Tenant shall be responsible to build out the interior of its Premises and install its trade fixtures, furniture, fixtures, equipment and other property (the "**Tenant Work**"), within three hundred sixty-five (365) days of the Substantial Completion of the Base Improvements as described in Article 18.

## **ARTICLE 27**

### **[RESERVED]**

## **ARTICLE 28**

### **NON-DISTURBANCE**

The Lease Agreement shall be subordinate and subject to the Master Lease, the Sublease, the Sub-Sublease, and any other subleases and/or sub-subleases, including without limitation, a sublease between Sublessor and Landlord, if any (in that order) (collectively, together with any modifications, extensions, assignments, successions-in-intents or other transfers thereof, the "**Ground Leases**"), and any and all mortgages or deeds of trust or other debt instrument encumbering the fee simple ownership and any ground lease ownership of the Property and/or the Building, or which at any time thereafter affect the Property and/or the Building (a



"Mortgage"), and to all renewals, extensions, modifications, or replacements thereof. Landlord agrees that it will not mortgage its interest under the Ground Leases except in compliance with this Article. With respect to any Mortgage entered into by Landlord subsequent to the date of this Lease Agreement, such subordination shall not be effective until Landlord has entered into a subordination, non-disturbance and attornment agreement among Landlord, Tenant, and the holder of said Mortgage which includes the agreement that the holder of such Mortgage shall agree that the Lease Agreement shall not be divested by foreclosure, other default proceedings, or other succession in interest by or under any Mortgage, or obligation secured thereby, so long as Tenant complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement. Said agreement shall further provide that Tenant shall attorn to the rights of such lender in the event the same succeeds to the interest of Landlord hereunder (said agreement being referred to herein as a "**Subordination Non-Disturbance and Attornment Agreement**" or an "SNDA"), which will be prepared and executed substantially in the form of said holder's standard form.

## **ARTICLE 29**

### **SET-ASIDE FUNDS**

Landlord acknowledges that, at the time the construction of the Base Improvements will commence, Landlord will have sufficient funds through available cash or construction financing to complete the Base Improvements and Fit-up Allowance, and, if requested by the Tenant, will provide written evidence thereof, and agrees to so use said funds to perform, comply with, and abide by all the stipulations, agreements, conditions, and covenants of this Lease Agreement on Landlord's part to be performed in order to place Tenant in the exclusive possession of the Premises.

## **ARTICLE 30**

### **FORCE MAJEURE**

Tenant and Landlord shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Lease Agreement when prevented from so doing by cause or causes beyond Tenant's or Landlord's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, acts of war or terrorism, or any other cause, whether similar or dissimilar to the foregoing, not within the control of Tenant or Landlord.

## **ARTICLE 31**

### **LANDLORD'S DEFAULT**

It shall constitute a default of this Lease Agreement by Landlord if, except as otherwise provided in this Lease Agreement, Landlord fails to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by Landlord, where such failure shall continue for a period of thirty (30) days after written notice thereof from Tenant to Landlord; provided, however, that if the nature of Landlord's non-compliance is such that more than thirty (30) days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commenced such cure within said thirty (30) day period and

thereafter diligently prosecutes such cure to completion. In the event of any such default by Landlord, Tenant may at any time thereafter, as Tenant's sole and exclusive remedy, either bring an action for damages or injunctive relief in such event Tenant is irreparably harmed for which there is no adequate remedy at law.

### **ARTICLE 32**

#### **RESPONSIBILITY FOR DAMAGE TO DEMISED PREMISES**

If Tenant shall fail to perform any of its maintenance and repair obligations after thirty (30) days' written notice from Landlord, then Landlord shall have the right to make such repairs or replacements and any reasonable cost so incurred by Landlord shall be paid by Tenant, in which event such cost shall become additional rent payable with the installment of rent next becoming due under the terms of this Lease Agreement. If Landlord shall fail to perform its obligations under Section 4.4 above and fail to pay the invoice as so required, Tenant may set off its actual, reasonable expenses against Base Rental next becoming due.

### **ARTICLE 33**

#### **WAIVER**

If, under the provisions hereof, Landlord or Tenant shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of Landlord's or Tenant's rights hereunder, unless expressly stated in such settlement agreement. No waiver by Landlord or Tenant of any provision hereof shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by Landlord or Tenant of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by Tenant or receipt by Landlord of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts owed to Landlord be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to or waiver of Landlord's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by Landlord and no acceptance by Landlord of keys from Tenant shall be considered an acceptance of a surrender of this Lease Agreement.

### **ARTICLE 34**

#### **DEFAULT OF TENANT**

34.1 Non-Compliance by Tenant. If Tenant shall fail to pay any monthly installment or item of rent or other amount due on the date when the same becomes due throughout this Lease or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by Tenant, the parties shall adhere to the following provisions of this Article concerning the rights and remedies of Landlord. All rights and remedies of Landlord under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to Landlord under applicable law, all of which may be pursued independently, collectively or in any combination of remedies.

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(a) Default. The occurrence of any of the following shall constitute an event of default ("**Default**") by Tenant hereunder:

(1) The Base Rental, additional rental or any other sum of money payable under this Lease which are all deemed to be the rent (or Rent contemplated under this Lease, other than any contemplated increased rent that might have accrued under Section 1.4(c) of this Lease, if such increased rent required the approval of the County Manager (or, if the County Manager is no longer vested with the responsibility and authority, then the acting chief executive officer or other officer vested with the authority to bind Tenant hereunder) or the Board of County Commissioners, if such approval was never provided) is not paid when due, and such failure of payment shall continue for more than five (5) business days subsequent to the date of receipt by Tenant of written notice of non-payment from Landlord. No right to receive notice or cure period in favor of Tenant shall affect Tenant's obligation to pay late fees or interest under Section 34.2 for having failed to make timely payment of a monetary obligation;

(2) The Premises are, without Landlord's prior written consent, vacated or not used as regularly or consistently as would normally be expected for similar premises put to general office use, unless the Tenant continues to pay the stipulated monthly rent;

(3) The Premises shall be deserted or abandoned;

(4) Tenant's interest in the Lease or the Premises shall be subjected to any attachment, levy or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within fifteen (15) days of entry thereof;

(5) Tenant breaches or fails to comply with any of the Rules and Regulations in Exhibit "E" hereto, as the same may hereafter be amended from time to time, provided such changes uniformly affect all tenants in the Building, and such breach or failure shall continue for more than twenty (20) days subsequent to the date of receipt by Tenant of written notice of such breach or failure from Landlord;

(6) Tenant breaches or fails to comply with any other term, provision, condition or covenant of this Lease, and such breach or failure shall continue for more than thirty (30) days subsequent to the date of receipt by Tenant of written notice of such breach or failure from Landlord if the matter in question is not reasonably susceptible of cure by Tenant within the 30-day period, then Tenant shall have such additional time as may reasonably be necessary, but not more than one hundred eighty (180) days, within which to effect curative action provided that Tenant institutes the curative action within the 30-day period and prosecutes the same diligently to completion;

(b) Remedies. Upon the occurrence of a Default, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted it at law or in equity or by this Lease:

(1) Landlord, with or without terminating this Lease, may immediately or at any time thereafter reenter the Premises and perform, correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy or abide by any term,

condition, covenant, agreement or obligation of this Lease or of the Rules and Regulations now in effect or hereafter adopted, and Tenant shall fully reimburse and compensate Landlord on demand for all reasonable costs and expenses incurred by Landlord in such performance, correction or repairing, including, but not limited to, accrued interest as provided in the next sentence. All sums so expended to cure Default shall accrue interest from the date of demand until date of payment at a rate of interest (the "**Default Rate**") which is the lower of (x) a per annum rate equal to the Prime Rate plus two percent (2%), or (y) sixteen percent (16%) per annum, but in no event at a rate higher than that permitted by applicable law.

(2) Landlord, with or without terminating this Lease, may immediately or at any time thereafter demand in writing that Tenant vacate the Premises and thereupon Tenant shall vacate the Premises and remove therefrom all property thereon belonging to or placed on the Premises by, at the direction of or with consent of Tenant within ten (10) business days of receipt by Tenant of such notice from Landlord, whereupon Landlord shall have the right to reenter and take possession of the Premises. Any such demand, reentry and taking possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord. Any other demand, reentry and taking of possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord unless specifically set forth as such in writing to Tenant.

(3) Landlord, with or without terminating this Lease, may immediately or at any time thereafter relet the Premises or any part thereof for such time or times, at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable, and Landlord may make any alterations or repairs to the Premises which it may deem necessary or proper to facilitate such reletting; and Tenant shall pay all costs of such reletting including but not limited to the cost of any such alterations and repairs to the Premises, attorneys' fees and brokerage commissions; and if this Lease shall not have been terminated, Tenant shall continue to pay all rent and all other charges due under this Lease up to and including the date of beginning of payment of rent by any subsequent Tenant of part or all of the Premises, and thereafter Tenant shall pay monthly during the remainder of the term of this Lease the difference, if any, between the rent and other charges collected from any such subsequent tenant or tenants and the rent and other charges reserved in this Lease, but Tenant shall not be entitled to receive any excess of any such rents collected over the rents reserved herein.

(4) Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination; upon such termination Landlord shall recover from Tenant all damages Landlord may suffer by reason of the following items regarding such termination, unamortized sums expended by Landlord for construction of Tenant Improvements, all arrearages in rentals, costs, charges, additional rentals and reimbursements, and the cost (including, without limitation, court costs and attorneys' fees at any level) of recovering possession of the Premises and the costs of any alteration, improvement, or repair to return the Premises to its Base Improvement condition.

(5) Landlord may immediately or at any time thereafter terminate Tenant's right to possession under this Lease, and Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination. If Landlord so elects, in its sole and absolute election, Tenant's liability under all of the provisions of this Lease shall continue notwithstanding any expiration and surrender, or any re-entry, repossession, or disposition hereunder, including, without limitation, payment of all Rent and other charges until the date this Lease would have expired had such termination not occurred.

(c) In the event Landlord institutes eviction proceedings, Landlord shall have the option to do and perform any one or more of the foregoing in addition to, and not in limitation of, any remedy or right permitted it by law or in equity or by this Lease. Specifically, without limiting the foregoing, in the event Landlord institutes dispossession or evicts Tenant and/or re-enters and takes possession of the Premises, Tenant shall remain liable for all rent (including, without limitation, Base Rental, Rental Adjustment and additional rental) and all other charges under the Lease for the remainder of the Lease Term.

(d) If Landlord re-enters the Premises or terminates this Lease pursuant to any of the provisions of this Lease, Tenant hereby waives all claims for damages which may be caused by such re-entry or termination by Landlord.

(e) No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under this Section 34.1 or under any other provisions of this Lease shall operate as a waiver of any rights of Landlord hereunder or under any other provisions of this Lease, nor shall any waiver of a Default on one occasion operate as a waiver of any subsequent Default or of any other Default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

(f) The exercise by Landlord of any one or more of the rights and remedies provided in this Lease shall not prevent the subsequent exercise by Landlord of any one or more of the other rights and remedies herein provided. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively or in any other manner and are in addition to any other rights provided for or allowed by law or in equity.

34.2 Late Payments. In addition to, and without limiting, any other rights and remedies available to Landlord at law, in equity or in this Lease, Tenant shall pay, in the event Base Rental, additional rental or other charge to be paid by Tenant hereunder are not paid when due, in which event Landlord shall bill Tenant monthly for, until paid, (A) interest on the amount past due at a rate which is the lower of (x) a per annum rate equal to the Prime Rate plus two percent (2%), or (y) sixteen percent (16%) per annum, but in no event at a rate higher than that permitted by applicable law, from due date until paid, and (B) a late fee equal to the monthly late fee equal to the amount that will be charged Landlord by any holder of a Mortgage if a monthly payment on the Mortgage is late, which late fee Tenant acknowledges is an agreed reimbursement to Landlord for the administrative expense incurred by Mortgagee as a result of Tenant's late payment and not a penalty. Should Tenant make a partial payment of past due amounts, the amount of such partial payment shall be applied first, to late fees, second, to accrued but unpaid interest, and third, to past due amounts, in inverse order of their due date.

34.3 Attorneys' Fees for Collection. If any Base Rental, additional rental or other debt owing by Tenant to Landlord hereunder is collected by or through an attorney-at-law pursuant to a judicial, arbitration, or mediation proceeding, Tenant agrees to pay Landlord's reasonable attorneys' fees, and expenses at all levels.

### **ARTICLE 35** **LANDLORD'S RIGHT TO REPAIR**

Landlord shall have access to all air conditioning and heating equipment and to all other mechanical, electrical, plumbing and utility installations servicing the Building and the Premises upon twenty-four (24) hours prior written or telephonic notice to Tenant, except in the event of an emergency, in which case such notice shall be reasonable under the circumstances. At the election and request of Tenant, an employee of Tenant shall accompany Landlord, except in the event of an emergency. Landlord shall use reasonable efforts to minimize any interference to Tenant's usage of the Premises during the exercise of any rights granted to Landlord herein. In the event that, because of the intentional act or negligence of Landlord, its employees, agents, invitees or contractors (or due to Landlord's non-payment for services provided), Landlord shall fail to provide, or cause to be provided, to substantially all of the Premises, air conditioning, plumbing (unless Landlord shall provide other facilities in the Building), elevator service or electricity for more than a continuous 24 hour period (except if the provider of electricity fails to provide electricity to the Building, or as a result of force majeure), the rent shall equitably abate based on any substantial portion of the premises affected until the situation is corrected.

### **ARTICLE 36** **ESTOPPEL CERTIFICATES**

Landlord and Tenant agree, at any time and from time to time, upon not less than thirty (30) days prior written notice by such party, to execute, acknowledge, and deliver to the other a statement in writing:

(a) certifying that this Lease Agreement has been unmodified since its execution and is in full force and effect (or if Lease Agreement has been modified since its execution, that it is in full force and effect, as modified, and stating the modifications);

(b) stating the dates, if any, to which Tenant hereunder has paid the rent and sums to the date of the certificate;

(c) stating whether or not to the knowledge of Landlord or Tenant, as the case may be, there are then existing any defaults under this Lease Agreement (and, if so, specifying the same);

(d) stating the address to which notices to Landlord or Tenant, as the case may be, should be sent. Any such statement delivered pursuant thereto shall provide that such statement may be relied upon by Landlord or Tenant or any prospective purchaser or mortgagee or lessee or assignee of the Property, or any part thereof or estate therein; and

(e) stating such other customary provisions as may be reasonably required by the other party.

**ARTICLE 37**  
**AMENDMENT**

All amendments to this Lease Agreement must be in writing and signed by Landlord prior to execution by the then-current County Manager (or if the County Manager is no longer vested with the responsibility and authority then the acting chief executive officer or other officer vested with the authority to bind Tenant hereunder), who Tenant warrants and represents is, or, with regard to such chief executive officer or other officer, if any, shall be, authorized to sign amendments on behalf of the Board of County Commissioners. Except as set forth in Section 1.4 of this Lease and this Article 37, to the contrary, all amendments to this Lease Agreement that affect Rent and/or the Purchase Price must be approved by the Board of County Commissioners. Notwithstanding anything contained in any of the immediately preceding sentences of this Article 37 to the contrary, nothing contained in this Article 37 shall limit, modify or otherwise affect any other provisions of this Lease which contemplate that such Rent and/or Purchase Price could be affected by an amendment that may be signed and approved by the (a) County Manager or (b) such other chief executive officer or other officer.

**ARTICLE 38**  
**ENVIRONMENTAL QUALITY**

Without prejudice to any other obligation of Landlord pursuant to this Lease Agreement, Landlord shall at all times comply with the following requirements:

(a) **INDOOR AIR QUALITY.** Landlord shall maintain the Heating, Ventilating, and Air Conditioning System (HVAC) sufficient to maintain comfortable temperature of 72°F and shall perform at least the minimum periodic preventive maintenance on the HVAC system equipment as specified in the attached Exhibit "F" **"HVAC System Preventive Maintenance For Leased Space"** and applicable to the Premises.

(b) **WATER QUALITY.** Landlord shall, prior to occupancy by Tenant and following any buildout, changes, or repairs by Landlord involving the plumbing system, have the drinking water sampled and tested for lead by a recognized Testing Laboratory. The drinking water test shall be paid for by Landlord and the original test results shall be furnished to Tenant. Unless the EPA standard for lead in drinking water of 15 PPB is exceeded due to the Landlord's construction, changes and repairs, Landlord shall not be required to take any remedial action.

(c) **NOTICE OF PEST MANAGEMENT OPERATIONS.** The use of pesticide sprays or dusts in the Premises as part of pest control services shall only be used in places of infestation as demonstrated by sticky traps or other such devices and Tenant observation. Such spot sprays or dusts shall be only after or before normal working hours to allow for ventilation before Tenant employees re-enter Tenant premises. Tenant encourages Landlord to employ the use of traps, baits, or portable vacuums before resorting to pesticide sprays or dusts. Landlord shall give Tenant twenty-four (24) hours' notice prior to commencement of pest control services that include sprays or dusts with any kind of pesticide or other chemicals. Landlord shall provide reasonable assurance that any and all such chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

(d) NOTICE OF RENOVATION OPERATIONS. Landlord shall act to prevent the degradation of indoor air quality during any building renovation, remodeling, and similar activities that could allow off-gassing from embodied chemicals in construction materials, furniture, or equipment into spaces occupied by and common areas used by Tenant. Landlord and its designated contractor will use only nontoxic paint or other surface coatings and will cause the space to be continuously ventilated to prevent the build-up of chemical gases from construction materials, carpet, carpet glues, or other emissive materials during the buildout or renovation of the demised space.

### **ARTICLE 39**

#### **HOLDOVER**

If Tenant, with Landlord's consent, remains in possession of the Premises after expiration of the term and if Landlord and Tenant have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including, without limitation, the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis. If Tenant remains in possession after expiration of the term without Landlord's express written consent, Tenant shall be obligated to pay holdover rent equal to one hundred twenty-five percent (125%) of the monthly rental in effect immediately prior to expiration of the term under Florida law.

### **ARTICLE 40**

#### **WRITTEN AGREEMENT**

This Lease Agreement and the schedules and exhibits attached hereto contain the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified in writing by Landlord and the County Manager (or if the County Manager is no longer vested with the responsibility and authority, then the acting chief executive officer or other officer vested with the authority to bind Tenant hereunder) on behalf of the Tenant. Except as set forth in Section 1.4 of this Lease, to the contrary, and except as set forth in the immediately following provisions of this Article 40 and other provisions of this Lease, to the contrary, any contractual modification affecting the rental payment and/or the purchase price must be approved by the Board of County Commissioners prior to becoming effective. Notwithstanding anything contained in any of the immediately preceding sentences of this Article 40 to the contrary, nothing contained in this Article 40 shall limit, modify or otherwise affect any other provisions of this Lease which contemplates that such Rent and/or Purchase Price could be affected by an amendment that may be signed and approved by the (a) County Manager or (b) such other chief executive officer or other officer.

### **ARTICLE 41**

#### **OPTION TO PURCHASE AND RIGHT OF FIRST REFUSAL**

41.1 Option to Purchase. Tenant shall have the Option to Purchase Landlord's interest in the Building improvements, and the Sublessee's rights to the Land on which they are located

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(but not any excess real property described in the Sublease) (collectively, the "**Interest**") for a period of ten (10) years from the Commencement Date of the Lease, in accordance with the following terms and conditions:

(a) Tenant shall have the personal, exclusive right and option (the "**Option**") to purchase the Interest, which Option is not available to any successors, assigns, sublessees or other parties whatsoever. Tenant must purchase the entire Interest pursuant to this Option.

(b) The term of the Option (the "**Option Term**") shall begin on the Commencement Date of the Lease and shall remain open until the date one-hundred twenty (120) months after the Commencement Date; provided, however, that upon the termination or expiration of the Lease, the Option Term shall expire by the terms of the Lease.

(1) Tenant shall exercise the Option, if at all, by giving written notice (the "**Option Notice**") to Landlord no later than ninety (90) days prior to the expiration of the Option Term, thereby exercising the Option. If Tenant gives Landlord the Option Notice on or before said ninetieth (90<sup>th</sup>) day and, provided Tenant is not unreasonably delayed by the Landlord, closes the transfer and sale of the Option by the expiration of the Option Term all of the terms and conditions herein set forth shall be deemed by Landlord and Tenant to constitute and be a binding and enforceable purchase and sale agreement on the terms and conditions set forth herein. If Tenant does not give Landlord the Option Notice on or before the expiration of the Option Term, or fails to close by the expiration of the Option Term, this Option shall automatically terminate without further documentation required. In the event of such termination of the Option, and notwithstanding any provision herein to the contrary, neither party shall have any further rights or obligations with respect to the Option.

(c) The purchase price ("**Purchase Price**") for the Interest shall be calculated as follows:

(1) First, calculate the annualized rent payable under all leases for any Rentable Area of the Building (which Rentable Area shall be calculated as of the Commencement Date as defined in this Lease and including, without limitation, any rentable space which has been subleased or assigned by the Tenant hereunder prior to the Commencement Date), by adding the value of all current leases (e.g., this Lease and any other leases), annualized for a twelve (12) month period (the "**12-Month Period**") (x) using the greater of (i) the Monthly Base Rental and all other Rent (plus monthly base rental and other rent for leases other than this Lease) in effect at the time of exercise of the Option (the "**Rent Determination Date**") for such leases or (ii) the Monthly Base Rental and other Rent in effect at the time of exercise of the Option under this Lease, and (y) then adding to such sum a value for all vacant, rentable space for the 12-Month Period, calculated by multiplying the rental square feet of the vacant space at the then going Monthly Base Rental and other Rent under this Lease in effect at the time of exercise of the Option, the sum of which is then multiplied by one hundred percent (100%) (collectively, the "**Annualized Building Rent**");

(2) Second, calculate the annual parking rent for the Garage by adding (i) all revenue generated by monthly parking users, which is a product of the number of spaces leased for monthly parking use by the County in the Garage, times the most recent monthly charge for parking which shall be annualized for the 12-Month Period plus (ii) all revenue generated for the

immediately preceding twelve month period by other parking users such as visitors and daily/hourly/monthly users in the Garage (the "**Annualized Garage Rent**");

(3) Third, add together (x) the greater of (i) the Annualized Garage Rent and (ii) (a) in Lease Years 1 through 4 of the Term, \$463,896, or (b) in Lease Years 5 through 10 of the Term, \$491,184 and (y) the Annualized Building Rent (collectively, the "**Annualized Rent**") (when the Garage is completed, the amounts included in Subsection 41.1(c)(3)(x)(ii) shall be reduced by either \$1,288.60 (in Lease Years 1 through 4 of the Term) or \$1,364.40 (in Lease Years 5 through 10 of the Term) times the difference of (A) 360 minus (B) the actual number of parking spaces in the Garage). If more than 360 parking spaces are provided in the Garage, then the amounts set forth in (x)(ii)(a) and (x)(ii)(b), of this Subsection 41.1(c)(3,) shall be increased by the product reached when multiplying either \$1,288.60 (in Lease Years 1 through 4 of the Term) or \$1,364.40 (in Lease Years 5 through 10 of the Term) times the difference of the actual number of parking spaces in the Garage minus 360.

(4) Fourth, subtract from Annualized Rent the (i) Operating Expenses for the Building and (ii) to the extent that Annualized Garage Rent under Subsection 41.1(c)(2) is used as one of the components in deriving Annualized Rent, similar Operating Expenses for the parking spaces, parking areas and other non-rentable space in the Garage (but not if one of the components in deriving Annualized Rent is the amounts set forth in Subsection 41.1(c)(3)(x)(ii) hereof), for the 12-Month Period ending on the Rent Determination Date (the actual expenses other than interest or debt service incurred during the 12-Month Period) (the "**Building NOI**");

(5) Fifth, subtract from the Building NOI the following:

(i) the Sublease Rent payable under the Sublease, subject to the Master Lease for the 12-Month Period;

(ii) the sub-sublease rent payable under the Sub-sublease, for the 12-month period;

(iii) the Participation Rent payable under the Master Lease for the 12-Month Period, calculated on the Gross Income generated with respect to the Building and the Garage under the Master Lease, in accordance with the Ground Lease [except that the Participation Rent attributable to the Annualized Garage Rent shall not be subtracted pursuant to this subsection 5(iv) if the Annualized Rent is calculated according to 41.1(c)(3)(x)(ii)].

The preceding calculation equals the Net Operating Income (the "**Net Operating Income**").

(6) Sixth, the Net Operating Income shall be divided by a capitalization rate of (i) eight and fifty one-hundredths percent (8.50%) if the date of exercise of the Option occurs during the first four years of the Option Term, and (ii) nine percent (9%) if the date of exercise of the Option occurs during the final six years of the Option Term (the "**Capitalized Amount**");

(d) Each party must be responsible for its own closing costs including, without limitation, attorney's fees at every level. Notwithstanding the foregoing, if Tenant exercises its Option to

Purchase from a party other than Overtown Station II, LLC, Tenant shall pay all documentary stamps, transfer taxes, surtax and similar taxes relating to the transaction.

(e) Landlord and Tenant shall agree on the Purchase Price within forty five (45) days of the Option Notice and the closing (the "Closing") of Tenant's purchase of the Project, if any, must occur within forty five (45) days of the agreement reached with respect to the Purchase Price, not to exceed the last day of the Option Period. At the Closing, Tenant shall pay the Purchase Price to Landlord by federal funds check or wire transfer. If no exact time or place is mutually agreed upon between the parties, the Closing shall take place at 12:00 p.m. in the offices of Landlord on the eighty-ninth (89<sup>th</sup>) day following the date of the Offer Notice.

(f) After Substantial Completion, Landlord shall notify Tenant at least ninety (90) days prior to executing any permanent mortgage on its Interest, outlining the details of the mortgage terms as it relates to any mortgage prepayment fee. Tenant will then have said thirty (30) days to exercise its Option to Purchase by giving its Offer Notice, and the parties shall have the remaining sixty (60) days to reach agreement as to the Purchase Price and close as set forth in subsection 41.1(e) above. In the event Tenant fails to exercise or elects affirmatively not to exercise its Option to Purchase, the Landlord may then close its mortgage financing.

(g) In the event Tenant exercises its Option to Purchase and the existing mortgage financing on the Project contains a prepayment fee provision, Tenant agrees to pay the prepayment fee. Notwithstanding the foregoing, the Landlord and Tenant agree that the Tenant shall not be responsible for the amounts of a prepayment fee is in excess of the lesser of eight hundred and fifty thousand dollars (\$850,000), or three percent (3%) of the outstanding loan secured by Landlord's interest in the Building and the Garage.

(h) Tenant acknowledges that the Property shall be encumbered at Closing by certain space leases and a reciprocal easement agreement in favor of the lessees sublessees, and/or sub-sublessees under the Ground Leases for the entire Parcel as defined in the Master Lease for purposes of utilities, fire lane access, pedestrian egress to the Overtown/Arena Metrorail Station, and similar customary easements. At Closing, Tenant shall agree, in writing, to assume and perform the obligations under the Ground Leases, which are applicable to the Property.

41.2 Right of First Refusal. Provided Tenant has opened for business and commenced paying Rent, and is not then in default hereunder, Landlord hereby grants to Tenant a one-time exclusive right of refusal to purchase the Building and the Garage, (the "**Offer Improvements**"), on the following terms and conditions. Should Landlord receive an offer to purchase Landlord's interest in the Offer Improvements from a bona-fide, arms-length third party (the "**Offer**"), which Offer is acceptable to Landlord, Landlord shall deliver to Tenant a copy of such Offer (which shall identify the intended offeror but not officers, partners, owners or members of the offeror). Tenant shall have ninety (90) days from the date of delivery of such copy of the Offer by Landlord to advise Landlord in writing whether or not Tenant exercises its right of first refusal Landlord's interest in the Offer Improvements on the same material and financial terms and conditions as contained in such Offer. Should Tenant notify Landlord that Tenant intends to purchase Landlord's interest in said Offer Improvements within said ninety (90) day period, Tenant must do so on the same terms and conditions and close within 45 days of Tenant's notification. Should Tenant either decline to purchase Landlord's interest in the Offer

Improvements or fail to respond within said ninety (90) days, Landlord may sell Landlord's interest in the Offer Improvements to the offeror on the terms and conditions contained in the Offer. This provision shall not apply to a transfer between Landlord and any member of Landlord or any person, corporation or partnership which has an ownership interest in Landlord, or is controlled by, under control of, or affiliated with Landlord (collectively, a "**related party**"). Tenant shall have a Right of First Refusal for ninety (90) days following receipt from the Landlord of a certified copy of a bona fide, arms length, third party Offer to Purchase, at the same purchase price (and other financial and material terms and conditions of same). If Tenant does not exercise its Right of First Refusal, it shall lose any future Right of First Refusal. Notwithstanding the foregoing, Tenant's Right of First Refusal shall expire on the earlier of (i) Tenant's failure to exercise a Right of First Refusal; or (ii) at the end of the tenth (10th) Lease Year of the Lease (unless the offer was made within the last 90 days of the Term after Tenant has exercised an Extension Option, in which event the time periods of this Section 41.2 shall continue to run during the period of extension until the particular offer which was made prior to the end of the first ten years has been accepted and closed in accordance with this Section 41.2); or (iii) termination of this Lease.

## **ARTICLE 42**

### **MISCELLANEOUS PROVISIONS**

42.1 **Broker.** Tenant represents and warrants to Landlord that no broker, agent, commission salesperson or other person other than Miami-Dade County, General Services Administration, Real Estate Brokerage Section ("Broker") has represented Tenant in the negotiations for and procurement of this Lease and of the Premises and that Landlord has agreed to pay a commission to the Broker a commission of \$250,000, payable fifty percent (50%) on the later to occur of (a) the delivery of a fully executed Lease to Landlord and (b) the closing, if any, of the construction loan for the Project, and only if both of such events occur, and fifty percent (50%) on Substantial Completion of the Building. No commissions, fees or compensation of any kind are due and payable in connection herewith to any other broker, agent, commission salesperson or other person. Tenant agrees, as additional rent, to indemnify and hold Landlord harmless from all loss, cost and damage (including, without limitation, reasonable attorneys' fees at any level and court costs) suffered or incurred by Landlord as a result of a breach by Tenant of the representation and warranty contained in the immediately preceding sentence or as a result of Tenant's failure to pay commissions, fees or compensation due to any broker who represented Tenant, whether or not disclosed.

42.2 **Severability.** If any clause or provision of this Lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, effective during the Lease Term, the intention of the parties hereto is that the remaining parts of this Lease shall not be affected thereby, unless the lack of such clause or provision is, in the sole determination of Landlord, essential to the rights of both parties in which event Landlord shall have the right to terminate this Lease on written notice to Tenant.

42.3 **Captions.** The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

42.4 Successors and Assigns. The words "**Landlord**" and "**Tenant**" as used herein shall include the respective contracting party, whether singular or plural, and whether an individual, masculine or feminine, or a corporation, general partnership, joint venture, limited partnership or trust. The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs and assigns, subject, however, in the case of Tenant, to the provisions of Article 15 hereof. It is understood and agreed that the term "**Landlord**", as used in this Lease, means only the owner(s), or the lessee(s), from time to time of the Building so that in the event of any sale or sales of the Building, or of any lease thereof, the Landlord named herein shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder accruing thereafter to the extent of such sale or lease. Should the Building be severed as to ownership by sale and/or lease, then, unless the Tenant is otherwise notified to the contrary in writing, either the owner of the entire Building or the lessee of the entire Building, as the case may be, which has the right to lease space in the Building to tenants shall be deemed the "**Landlord**". Tenant shall be bound to any successor Landlord for all the terms, covenants and conditions hereof and shall execute any attornment agreement not in conflict herewith at the request of any successor Landlord. Landlord and Tenant are not partners or joint venturers in any manner whatsoever.

42.5 Florida Law. The laws of the State of Florida shall govern the interpretation, validity, performance and enforcement of this Lease.

42.6 Time is of the Essence. Time is of the essence of this Lease. Unless specifically provided otherwise, all references to terms of days or months shall be construed as references to calendar days or calendar months, respectively.

42.7 Execution. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and any of which shall be deemed to be complete in itself and may be introduced into evidence or used for any purpose without the production of the other counterparts.

42.8 Mutual Warranty of Authority. Landlord acknowledges to Tenant that Landlord is a validly existing limited partnership under the laws of the State of Florida, that its entry into and performance of this Lease has been duly authorized, and that the party executing this Lease on its behalf is duly authorized to do so. Tenant acknowledges to Landlord that Tenant is a validly existing legal entity political subdivision under the laws of the state of Florida and that it is duly qualified to do business in the State of Florida, that its entry into and performance of this Lease has been duly authorized, and that the persons, executing this Lease on its behalf are duly authorized to do so.

42.9 No Recordation of Lease. This Lease is not in recordable form, and Tenant agrees not to record or permit the recording of this Lease, although Landlord and Tenant may reasonably agree upon the form of a recordable memorandum of lease to be recorded on one occasion at or near the Effective Date of the Lease. In the event Tenant fails or refuses to remove from record the memorandum prior to expiration or termination of the Lease, then Tenant hereby grants Landlord a power of attorney to release the memorandum of lease from the public records upon the expiration or termination of this Lease. All reasonable attorneys' fees

and costs incurred by Landlord to release the memorandum shall be reimbursed by Tenant upon demand.

42.10 Hazardous Substances.

(a) Except for cleaning solvents which are used and stored in compliance with all applicable laws, ordinances, rules and regulations, Tenant hereby covenants that Tenant shall not cause or permit any "**Hazardous Substances**" (as hereinafter defined) to be placed, held, located or disposed of in, on or at the Premises or any part thereof, and neither the Premises nor any part thereof shall ever be used as a dump site or storage site (whether permanent or temporary) for any Hazardous Substances during the Lease Term.

(b) Tenant hereby agrees to indemnify Landlord and hold Landlord harmless and shall defend Landlord with counsel selected by Landlord from and against any and all losses, liabilities, including, without limitation, strict liability, damages, injuries, expenses, including, without limitation, reasonable attorneys' fees at all levels, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, Landlord by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from, the Premises of any Hazardous Substance (including, without limitation, any losses, liabilities, including, but not limited to, strict liability, damages, injuries, expenses, including, without limitation, reasonable attorneys' fees at any level, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any so-called federal, state or local "**Superfund**" or "**Superlien**" laws, statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including but not limited to strict liability, substances or standards of conduct concerning any Hazardous Substance), provided, however, that the foregoing indemnity is limited to matters arising solely from the violation by Tenant or its invitees, employees, contractors, licensees or agents, of the covenant contained in subsection (a) above.

(c) For purposes of this Lease, "**Hazardous Substances**" shall mean and include, without limitation, those elements or compounds which are contained in the list of hazardous substances now or hereafter adopted by the United States Environmental Protection Agency (the "**EPA**") or the list of toxic pollutants designated by Congress or the EPA or which are now or hereafter defined as hazardous, toxic, pollutant, infectious or radioactive by any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any others, the existence of which is regulated, prohibited or harmful to people, property or the environment.

(d) Landlord shall have the right but not the obligation, and without limitation of Landlord's rights under this Lease, to enter onto the Premises or to take such other actions as it deems necessary or advisable to cleanup, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Substance following receipt of any notice from any person or entity (including without limitation the EPA) asserting the existence of any Hazardous Substance in, on or at the Premises or any part thereof which, if true, could result in an order, suit

or other action against Tenant or Landlord or both. All reasonable costs and expenses incurred by Landlord in the exercise of any such rights, which costs and expenses result from Tenant's violation of the covenant contained in subsection (a) above, shall be deemed additional rental under this Lease and shall be payable by Tenant upon demand.

(e) This Section 42.10 shall survive termination or expiration of this Lease.

42.11 Legal Disclosures. In accordance with Florida law, the following disclosures are hereby made:

(a) RADON GAS: Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(b) EFFICIENCY RATING: Tenant may have the Property's energy efficiency rating determined. Tenant acknowledges that it has received from Landlord a copy of The Florida Building Energy-Efficiency Rating System Brochure as provided by the State of Florida Department of Community Affairs.

42.12 Names. Should the Tenant lease more than 50% of the rentable area of the Building, Landlord may, with the reasonable approval of the Tenant, name the Building. If the Tenant subsequently leases less than 50% of the rentable space in the Building, upon written notice to Tenant, Landlord reserves the right to change the name of the Building. Tenant shall not, without the prior written consent of Landlord, use any name given to the development or the Building, or use any associated service mark or logo of the development or the Building for any purpose other than Tenant's business address.

42.13 Eminent Domain.

(a) If all or any substantial part of the Building or of the Premises should be taken for any public or quasi-public use under governmental law, ordinance or regulation or by right of eminent domain, or by private purchase in lieu thereof, and the taking would prevent or materially interfere with the use of the Premises for the purpose for which it is then being used, this Lease shall terminate effective when the physical taking shall occur in the same manner as if the date of such taking were the date originally fixed in this Lease for the expiration of the Lease Term.

(b) If part of the Building or Premises is taken for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain or by private purchase in lieu thereof, and this Lease is not terminated as provided in subsection (a) above, this Lease shall not terminate but the Base Rental and Rental Adjustment payable hereunder during the unexpired portion of this Lease and Tenant's Percentage Share shall be reduced to such extent, if any, as may be fair and reasonable under all of the circumstances and Landlord shall undertake to restore the Building and Premises to a condition suitable for Tenant's use, as near to the condition thereof immediately prior to such taking as is reasonably feasible under the

circumstances, and all parties shall be relieved except for accrued rent and other obligations which specifically survive termination or cancellation hereunder.

(c) Tenant shall not share in any condemnation award or payment in lieu thereof or in any award for damages resulting from any grade change of adjacent streets, the same being hereby assigned to Landlord by Tenant; provided, however, that Tenant may, to the extent provided by law, separately claim against and receive from the condemning authority, if legally payable, compensation for Tenant's removal, relocation costs, loss of business, business interruption and loss of trade fixtures, or other equipment paid for by Tenant, but only if and to the extent no such claim or award therefor will reduce or affect Landlord's awards.

(d) Notwithstanding anything to the contrary contained in this Section 42.13, if during the Lease Term the use or occupancy of any part of the Building or Premises shall be taken or appropriated temporarily for any public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent domain, this Lease shall be and remain unaffected by such taking or appropriation and Tenant shall continue to pay in full all rental payable hereunder by Tenant during the Lease Term. In the event of any such temporary appropriation or taking, Tenant shall be entitled to receive that portion of any award which represents compensation for the loss of use or occupancy of the Premises during the Lease Term, and Landlord shall be entitled to receive that portion of any award which represents the cost of restoration and compensation for the loss of use or occupancy of the Premises after the end of the term of this Lease.

42.14 Reports of Defects. Tenant shall report to Landlord immediately in writing any damage to or defective condition in or about the Building or Premises known to Tenant, except latent defects of which Tenant is not aware.

42.15 Change of Locks. Tenant shall not change the locks on any entrance to the Premises or install additional locks without Landlord's prior written consent, which consent shall be in Landlord's reasonable discretion as long as Tenant provides keys to all new changed locks.

42.16 Building and Garage Security. Landlord shall provide general exterior building and garage security. Any additional security may be provided by Tenant.

42.17 Miami-Dade County's rights as sovereign.

It is expressly understood that notwithstanding any provision of this Lease and Miami-Dade County's status as Tenant hereunder:

(i) Miami-Dade County retains all of its sovereign prerogatives and rights as a county under Florida laws (but not in regard to its status as Tenant and the performance of its contractual duties hereunder) and shall in no way be estopped from withholding or refusing to issue any approvals of applications for building or zoning; from exercising its planning or regulatory duties and authority; and from requiring development under present or future Laws and Ordinances of whatever nature applicable to the design, construction and development of the Building and improvements provided for in this Lease; and



(ii) Miami-Dade County shall not by virtue of this Lease be obligated to grant Landlord, the Demised Premises or the Project any approvals of applications for building, zoning, planning or development under present or future Laws and Ordinances of whatever nature applicable to the design, construction and development of the Building and other Project improvements provided for in this Lease.

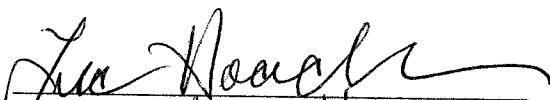
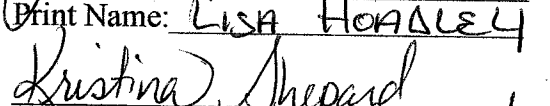
42.18

**Conformity of Plans and Construction**

Preliminary Plans and Construction Plans and all work by Tenant with respect to the Demised Premises and to Landlord's construction of the Building thereon shall be in conformity with this Lease, applicable building codes, and all other applicable federal, state, county and local laws and regulations. Landlord shall be solely responsible for securing all permits required for the construction of the Building and complying with all regulations and requirements imposed by governmental agencies with appropriate jurisdiction.


IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

Signed, Sealed and Delivered in the Presence  
of the following witnesses:

  
Print Name: LISA HOASLEY  
  
Print Name: Kristina Shepard

**LANDLORD:**

OVERTOWN STATION II, LLC, a Florida  
limited liability company

By:   
Harvey S. Taylor, Managing Member

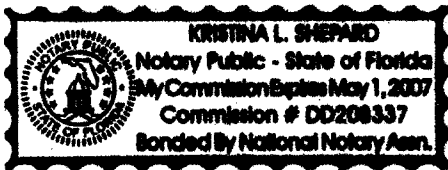
Date Signed by Landlord: 3/24/05



STATE OF FLORIDA  
MIAMI-DADE COUNTY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Harvey S. Taylor, as Managing Member of Overtown Station II, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has produced a driver's license as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 24<sup>th</sup> day of March, 2005.



By: Kristina Shepard  
Notary Public  
Print Name: Kristina Shepard  
My Commission Expires: May 1, 2007

Signed, Sealed and Delivered in the Presence of the following witnesses:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**ATTEST:**

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

**TENANT:**

MIAMI-DADE COUNTY, FLORIDA, a  
political subdivision of the State of Florida by  
its Board of County Commissioners

By: \_\_\_\_\_  
\_\_\_\_\_, County Manager

Date signed by Tenant: \_\_\_\_\_

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STATE OF FLORIDA  
MIAMI-DADE COUNTY

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of the \_\_\_\_\_, He/she is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2005.

By: \_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

59

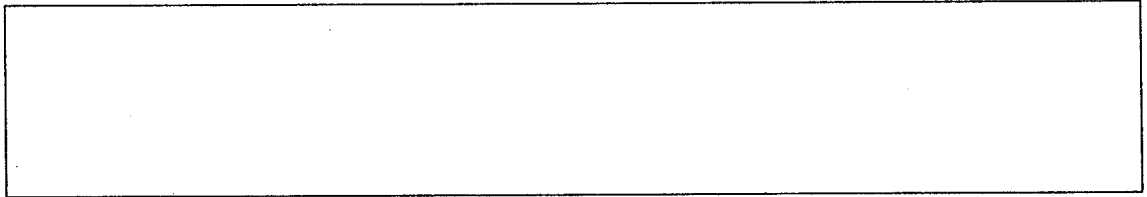
## ATTACHMENTS

**SCHEDULE 1**      **Lease Summary**

### EXHIBITS

<b>Exhibit A:</b>	<b>Floor Plans</b>
<b>Exhibit B:</b>	<b>The Building</b>
<b>Exhibit C:</b>	<b>The Land</b>
<b>Exhibit D:</b>	<b>Tenant Acceptance Agreement</b>
<b>Exhibit E:</b>	<b>Rules and Regulations</b>
<b>Exhibit F:</b>	<b>HVAC Preventative Maintenance for Lease Space</b>
<b>Exhibit G:</b>	<b>Building Standard Improvements</b>
<b>Exhibit H:</b>	<b>Base Improvements</b>
<b>Exhibit I:</b>	<b>Cleaning Specifications</b>
<b>Exhibit J:</b>	<b>"Fit-Up Allowance" Area</b>

**Diagram**



## SCHEDULE 1

---

### TWO OVERTOWN STATION

### OFFICE BUILDING LEASE

### MIAMI, FLORIDA

### LEASE SUMMARY

---

<b>Landlord:</b>	OVERTOWN STATION II, LLC, a Florida limited liability company
<b>Tenant:</b>	MIAMI-DADE COUNTY, a political subdivision of the State of Florida
<b>Area of the Premises:</b> [Section 1.4]	Tenant's Premises shall be comprised of approximately 228,000 square feet of Rentable Area (subject to confirmation per Section 1.4(b) of the Lease) and approximately 205,000 square feet of Usable Area (subject to confirmation per Section 1.4(b) of the Lease).
<b>Area of the Building:</b> [Sections 1.1(b), 1.4(b)]	The Building shall be comprised of approximately 228,000 square feet of Rentable Area (subject to confirmation per Section 1.4(b) of the Lease), and approximately 205,000 square feet of Usable Area (subject to confirmation per Section 1.4(b) of the Lease).
<b>Tenant's Percentage Share:</b> [Section 3.5]	100% (subject to confirmation per Section 3.5 of the Lease).
<b>Lease Term:</b> [Section 1.2]	Twenty-Five (25) Years
<b>Extension Periods:</b> [Sections 19]	Two (2) Five (5) Year extension options.

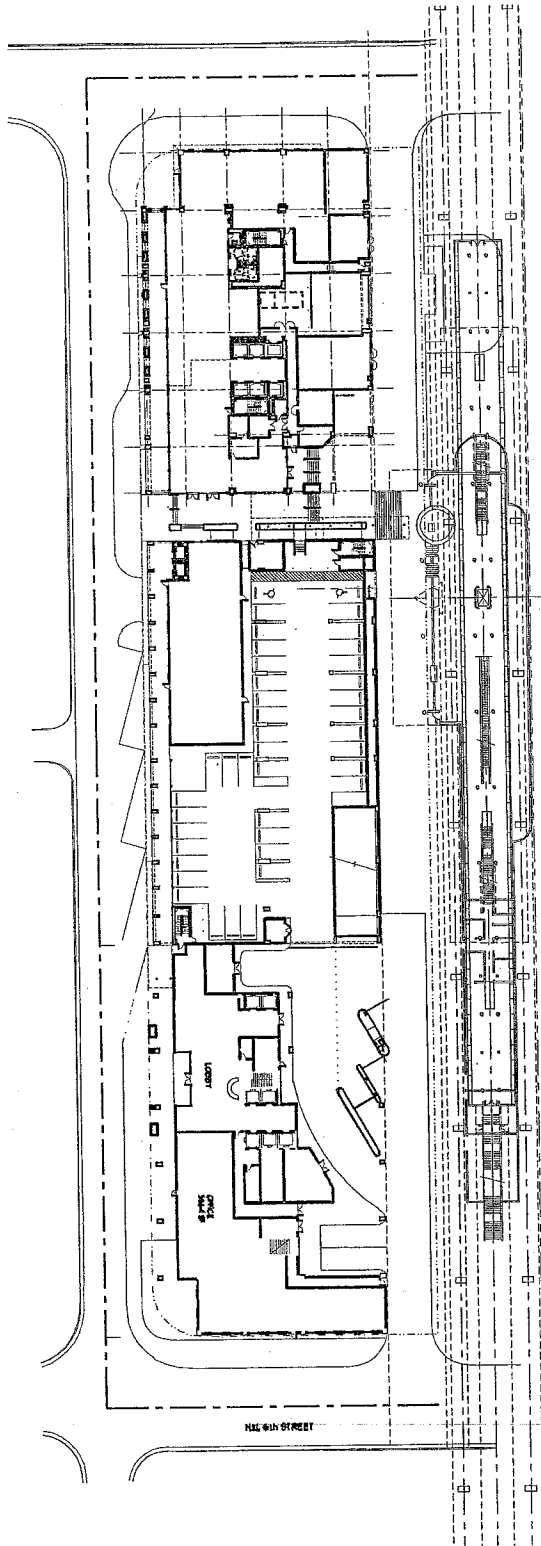
<b>Annual Base Rental Rate:</b> [Section 3.1(a)]	\$27.50 per square foot of Rentable Area in the Building for the first year of the Lease, subject to adjustment pursuant to Section 3.2 of the Lease.
<b>Adjustable Annual Base Rental Rate:</b> [Section 3.1(b)]	Of the Annual Base Rental Rate, \$16.37 per square foot of Rentable Area is deemed the "Adjustable Annual Base Rental Rate."
<b>Initial Operating Expense:</b> [Section 3.1(c)]	Of the Annual Base Rental Rate, \$11.13 per square foot of Rentable Area is deemed to be the Initial Operating Expense.
<b>Fit-Up Allowance:</b> [Section 18.3, Exhibit J]	\$9.00 per square foot for approximately 205,000 square feet in the cross-hatched areas on Exhibit "J" attached hereto, subject to the Rentable Area Adjustment under Section 1.4(c) of the Lease. For purposes of calculating the Fit-Up Allowance, only the areas of the Building so cross-hatched on Exhibit "J" shall be used in making the Fit-Up Allowance calculations.

**EXHIBIT A**  
**FLOOR PLANS**  
**[Attached]**

A JOINT PROJECT BY:  
 ST. JAMES RAINBOW VILLAGE DEVELOPMENT CORP., INC.  
 OVERTOWN STATION II, LLC  
 MIAMI DADE TRANSIT  
 DEVELOPER, TAILOR DEVELOPMENT AND LAND COMPANY

TWO OVERTOWN STATION "PREMISES"  
 GROUND FLOOR (APPROXIMATE)  
 EXHIBIT A-1

1"=30'



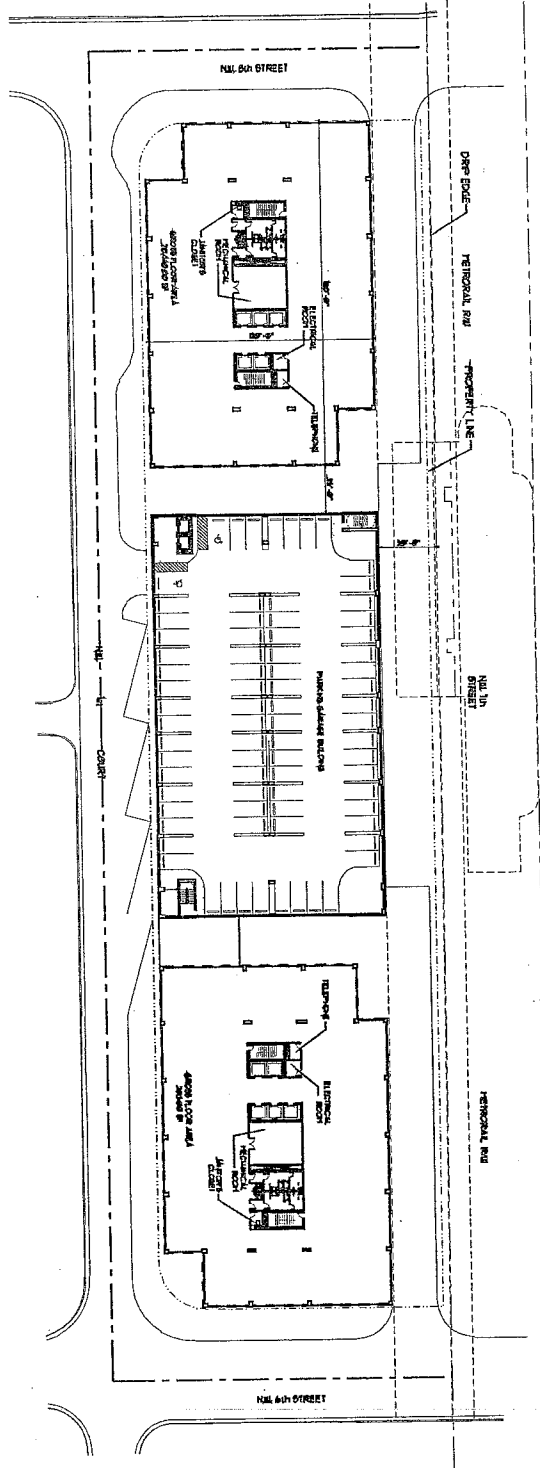
64

# Overtown Transit Village PHASE II Miami, Florida

ARCHITECTURE  
 HOK  
 PARTNERS  
 1000 BROADWAY  
 SUITE 2000  
 NEW YORK, NY 10018  
 TEL: 212 512 2000  
 FAX: 212 512 2001  
 WWW.HOK.COM

Job No. 2002-005  
 Drawn: [blank]  
 Checked: [blank]  
 Date: [blank]





A JDOT PROJECT BY:  
ST. AGNES RAINBOW VILLAGE DEVELOPMENT CORP., INC.  
OVERTOWN STATION I, LLC  
MIAMI DASH TRANSIT  
DEVELOPER, TRAILOR DEVELOPMENT AND LAND COMPANY

TWO OVERTOWN STATION "PREMISES"  
TYPICAL FLOOR 9-12, 18 AND 19 (APPROXIMATE)  
EXHIBIT A-2

1"=30'



65

# Overtown Transit Village

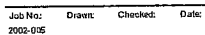
PHASE II Miami, Florida

DORSEY  
HOBSON  
PARTNERS  
Architects  
Planners  
Interior  
Civil/land  
Portland/Seattle  
Washington DC

Job No: 2002-005  
Drawn: \_\_\_\_\_  
Checked: \_\_\_\_\_  
Date: \_\_\_\_\_



1°=30

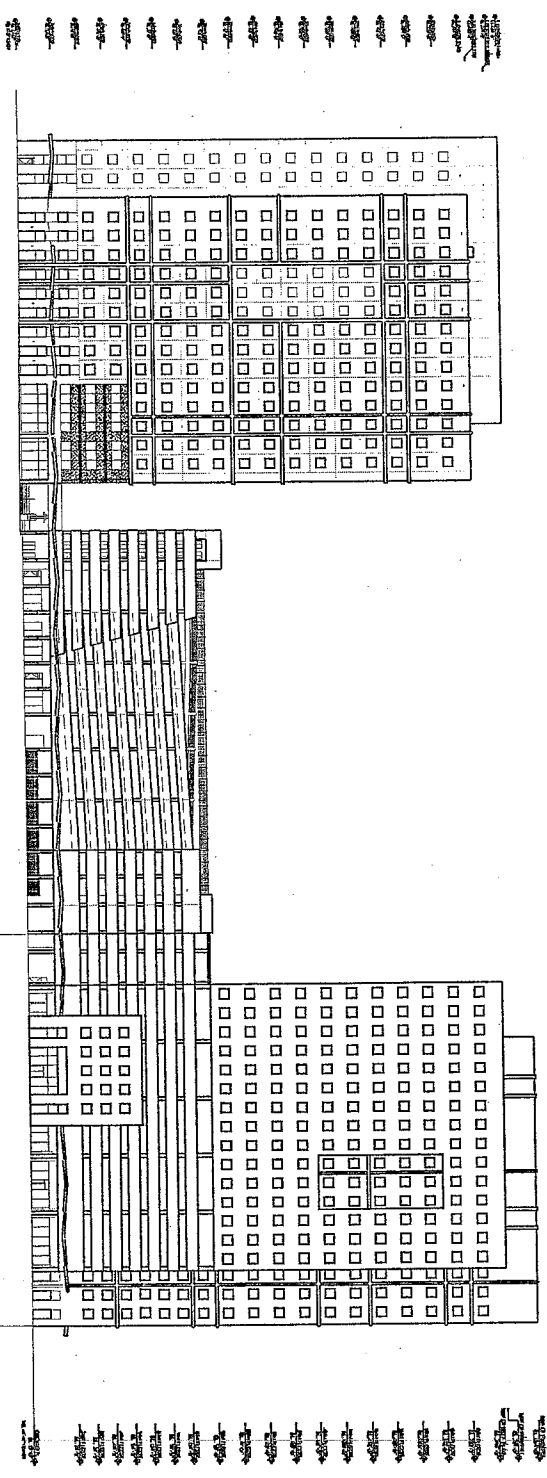


**EXHIBIT B**  
**THE BUILDING**

**[Attached]**

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Exhibit B-1



A JOINT PROJECT BY:  
 ST. AGNES RAINBOW VILLAGE DEVELOPMENT CORP., INC.  
 OVERTOWN STATION LLC  
 DEVELOPER: TAYLOR DEVELOPMENT AND LAND COMPANY

WEST ELEVATION - PHASE II  
 EXHIBIT B-1

1"=30'

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# Overtown Transit Village

PHASE II Miami, Florida

Job No: Drawn: Checked: Date: 2002-005

DORSEY  
 MOORESON  
 PARTNERS  
 Architects  
 Planning  
 Interior  
 Portland  
 Washington DC

**EXHIBIT C**

**THE LAND**

**[Attached]**

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Exhibit C-1

### LEGAL DESCRIPTION: Overtown Transit Village (Phase II)

A portion of Lot 2, all of Lots 3 thru 6 inclusive, of Block 56-E, MAP OF MIAMI, DADE CO. FLA., according to the Plat thereof, as recorded in Plat Book B at Page 41 of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Block 45-E of said plat, MAP OF MIAMI, DADE CO. FLA., according to the Plat thereof, as recorded in Plat Book B at Page 41 of the Public Records of Miami-Dade County, Florida; thence S 00°00'07" W along the East line of said Block 45-E, and the Southerly extension thereof and the East line of said Block 56-E for 430.56 feet to the Point of Beginning; thence continue S 00°00'07" W along said East line of said Block 56-E for 206.73 feet to a point on a line parallel with and 12.50 feet North of the South line of said Block 56-E; thence N 89°58'35" W along said line parallel with and 12.50 feet North of the South line of said Block 56-E for 125.01 to a point of curvature; thence Northwestery along a 25.00 foot radius curve leading to the right through a central angle of 89°58'35" for an arc distance of 39.26 feet to a point of tangency, also being a point on the the East line of N.W. 1st Court and West line of said Block 56-E; thence N 00°00'00" E along said East line of N.W. 1st Court and West line of Block 56-E for 181.68 feet; thence S 90°00'00" E for 150.01 feet to the Point of Beginning.

### SURVEYOR'S NOTES:

- This site lies in Section 37, Township 53 South, Range 41 East, and Section 37, Township 54 South, Range 41 East, City of Miami, Miami-Dade County, Florida.
- Bearings hereon are referred to an assumed value of S 89°56'48" E for the South right of way line of N.W. 8th Street.
- Lands shown hereon were not abstracted for easements and/or rights-of-way of records.
- This is not a "Land Survey" but only a graphic depiction of the description shown hereon.
- Dimensions shown hereon are based on Boundary & Topographic Survey for a Tentative Plat of "Overtown Station" prepared by Post, Buckley, Schuh, & Jernigan, Date of Certification on February 20, 2002.

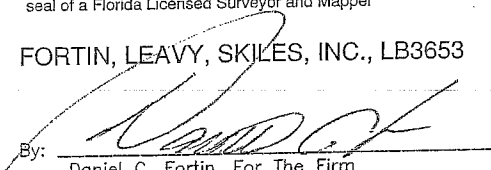
### SURVEYOR'S CERTIFICATION:

I hereby certify that this "Sketch of Description" was made under my responsible charge on May 15, 2003, and meets the Minimum Technical Standards as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

"Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper"

FORTIN, LEAVY, SKILES, INC., LB3653

By:

  
Daniel C. Fortin, For The Firm  
Surveyor and Mapper, LS2853  
State of Florida.

**EXHIBIT D**  
**TENANT ACCEPTANCE AGREEMENT**  
**OVERTOWN STATION**

This Agreement, dated as of \_\_\_\_\_, 200\_, made between OVERTOWN STATION II, LLC, a Florida limited liability company (hereinafter referred to as "Landlord"), and MIAMI-DADE COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "Tenant");

**WITNESSETH THAT:**

WHEREAS, Landlord and Tenant entered into a Lease Agreement dated \_\_\_\_\_, 2005 (the "Lease") for space (the "Premises") in the building known as Two Overtown Station, \_\_\_\_\_ Miami, Florida \_\_\_\_\_; and

WHEREAS, Landlord and Tenant agreed to execute this Agreement to confirm the actual Commencement and Expiration Dates of the Lease Term, and for other purposes;

NOW, THEREFORE, pursuant to the provisions of Article 2 of the Lease, Landlord and Tenant mutually agree as follows:

1. The Commencement Date of the Lease Term is \_\_\_\_\_. The Expiration Date of the Lease Term is \_\_\_\_\_.

2. Tenant is in possession of, and has accepted, the Premises demised by the Lease, and acknowledges that all the work to be performed by Landlord in the Premises as required by the terms of the Lease except as set forth in Paragraph 3 below, if any, has been satisfactorily completed. Tenant further certifies that all conditions of the Lease required of Landlord as of this date have been fulfilled and there are no defenses or setoffs against the enforcement of the Lease by Landlord.

3. Landlord and Tenant acknowledge pursuant to Section 18.2(d) of the Lease that the items described on Schedule 1 attached hereto remain to be completed or corrected, which items Landlord agrees to accomplish within a reasonable time subsequent to the Commencement Date (if no such items, so state).

[SIGNATURE APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed and sealed this Agreement as of the date and year first above stated.

Signed, Sealed and Delivered in the  
Presence of:

**LANDLORD:**

OVERTOWN STATION II, LLC, a Florida limited  
liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Harvey S. Taylor, Managing Member

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by Harvey S. Taylor, as Managing Member of Overtown Station II, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and Sate last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2004.

By: \_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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Exhibit D-2



**TENANT:**

\_\_\_\_\_  
Witness

MIAMI-DADE COUNTY, FLORIDA, a  
political subdivision of the State of Florida by  
its Board of County Commissioners

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
\_\_\_\_\_, County Manager

**ATTEST:**

Date signed by Tenant: \_\_\_\_\_

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State  
aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was  
acknowledged before me by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, , on behalf of the \_\_\_\_\_. He/She is personally known to me or has produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and Sate last aforesaid this \_\_\_\_ day of  
\_\_\_\_\_, 2004.

By: \_\_\_\_\_  
Notary Public

Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

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Exhibit D-3

**EXHIBIT E**  
**RULES AND REGULATIONS**  
**OVERTOWN STATION**  
**LEASE AGREEMENT**

1. The sidewalks, and public portions of the Building and the Property, such as entrances, passages, courts, elevators, vestibules, stairways, corridors or halls and the streets, alleys or ways surrounding or in the vicinity of the Building shall not be obstructed, even temporarily, or encumbered by Tenant or used for any purpose other than ingress and egress to and from the Premises.

2. No awnings or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades, louvered openings, tinted coating, film or screens shall be attached to or hung in, or used in connection with, any window, glass surface or door of the Premises, without the prior written consent of Landlord, unless installed by Landlord.

3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by Tenant on any part of the outside of the Premises or Building or on corridor walls or windows or other glass surfaces (including without limitation glass storefronts). Signs on entrance door or doors shall conform to building standard signs, samples of which are on display in Landlord's rental office. Signs on doors shall, at Tenant's expense, be inscribed, painted or affixed for each tenant by sign makers approved by Landlord. In the event of the violation of the foregoing by Tenant, Landlord may remove same without any liability, and may charge the expense incurred by such removal to Tenant.

4. The sashes, sash doors, skylights, windows, heating, ventilating and air conditioning vents and doors that reflect or admit light and air into the halls, passageways or other public places in the building shall not be covered or obstructed by Tenant, nor shall any bottles, parcels or other articles be placed on the window sills.

5. No show cases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the public halls, corridors or vestibules without the prior written consent of Landlord.

6. The water and wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by Tenant.

7. Tenant shall not in any way deface any part of the Premises or the Building or the Property. If Tenant desires to use linoleum or other similar floor covering, an interlining of builder's deadening felt shall be first affixed to the floor, by a paste or other material, soluble in water; the use of cement or other similar adhesive materials, which are not water soluble, are expressly prohibited.

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Exhibit E-1

8. No bicycles, vehicles or animals of any kind shall be brought into or kept in or about the Premises. No cooking shall be done or permitted by Tenant on the Premises except in conformity to law and then only in the utility kitchen, if any, as set forth in Tenant's layout, which is to be primarily used by Tenant's employees for heating beverages and light snacks. Tenant shall not cause or permit any unusual or objectionable odors to be produced upon or permeate from the Premises.

9. No space in the Building shall be used for manufacturing, distribution or for the storage of merchandise or for the sale of merchandise, goods or property of any kind at auction.

10. Tenant shall not make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of the Building or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, talking machine, unmusical noise, whistling, singing or in any other way. Tenant shall not throw anything out of the doors, windows or skylights or down the passageways. Tenant shall not cause or permit any unseemly or disturbing activity or conduct to be visible through any window, opening, doorway, glass storefront or other glass surface or any other means of visibility that disturbs or interferes with (i) tenants or other occupants of the building or their licensees or invitees or (ii) neighboring buildings or premises or those having business with them, including without limitation, receptions, parties, recreation and other activities of a social nature not directly related to Tenant's use of the Premises.

11. Neither Tenant, nor any of Tenant's servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the Premises any inflammable, combustible or explosive fluid or chemical substance, other than reasonable amounts of cleaning fluids or solvents required in the normal operation of Tenant's business offices.

12. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by Tenant, nor shall any changes be made in existing locks or the mechanism thereof, without the prior written approval of Landlord and unless and until a duplicate key is delivered to Landlord. Tenant shall, upon the termination of its tenancy, restore to Landlord all keys of stores, offices and toilet rooms, either furnished to, or otherwise procured by, Tenant, and in the event of the loss of any keys so furnished, Tenant shall pay to Landlord the cost thereof.

13. Tenant shall not overload any floor. Tenant shall obtain Landlord's consent before bringing any safes, freight, furniture or bulky articles into the Building and Landlord can specify to Tenant the location for the placement of such articles. All removals, or the carrying in or out of any safes, freight, furniture or bulky matter of any description must take place during the hours which Landlord or its agent may determine from time to time. Landlord reserves the right to inspect all freight to be brought into the Building and to exclude from the Building all freight which violates any of these Rules and Regulations or the Lease of which these Rules and Regulations are a part.

14. Tenant shall not occupy or permit any portion of the Premises to be occupied, without Landlord's expressed prior written consent, as an office for a public stenographer or typist, or for the possession, storage, manufacture or sale of liquor, narcotics, dope, tobacco in any form, or as a barber or manicure shop, or as a public employment bureau or agency, or for a

public finance (personal loan) business; provided, however, nothing in this sentence shall be deemed to prohibit Tenant or its employees or business invitees from personal use of tobacco. Tenant shall not engage or pay any employees on the Premises, except those actually working for Tenant on said premises, nor advertise for laborers giving an address at the Building. Tenant shall not keep or utilize any jukebox, billiard or pool table or other recreational device at or in the Premises.

15. Tenant agrees to employ such janitorial contractor as Landlord may from time to time designate, for any waxing, polishing and other maintenance work of the Premises and of the Tenant's furniture, fixtures and equipment. Tenant agrees that it shall not employ any other cleaning and maintenance contractor, nor any individual, firm or organization for such purpose without Landlord's prior written consent.

16. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability as a building for offices, and upon written notice from Landlord, Tenant shall refrain from or discontinue such advertising.

17. Landlord reserves the right to exclude from the Building between the hours of 6:00 p.m. and 7:00 a.m. and at all hours on Sundays, legal holidays and after 2:00 p.m. on Saturdays all persons who do not sign in and out on a register in the lobby of the Building, showing the name of the person, the Premises visited and the time of arrival and departure. All such persons entering or leaving the Building during such times may be expected to be questioned by the Building security personnel as to their business in the Building. Landlord shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in the Landlord's opinion, Landlord reserves the right to prevent access to the Building during the continuance of the same by such action as Landlord may deem appropriate, including, without limitation, closing doors.

18. The Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose or for any other activity not appropriate, in Landlord's sole discretion, to an office building of the quality and stature of the Building.

19. The requirements of Tenant will be attended to only upon application at the office of the Building. Building employees shall not perform any work or do anything outside of their regular duties, unless under special instructions from the office of Landlord.

20. Canvassing, soliciting and peddling in the Building or the Property are prohibited and Tenant shall cooperate to prevent the same.

21. There shall not be used in any space, or in the public halls of any building, either by Tenant or by its jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards. No hand trucks shall be used in passenger elevators.

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Exhibit E-3

22. Tenant, in order to obtain maximum effectiveness of the cooling system, shall lower and/or close the blinds or drapes when sun's rays fall directly on windows of Premises. Tenant shall not remove standard blinds, if any, installed in the Premises.

23. All paneling, rounds or other wood products not considered furniture shall be of fire retardant materials. Before installation of any such materials, certification of the materials' fire retardant characteristics shall be submitted to Landlord or its agents, in a manner satisfactory to Landlord.

24. Tenant shall not install any vending machines in the Building or Premises without Landlord's consent.

25. All articles and the arrangement style, color and general appearance thereof, in the interior of the Premises that will be visible from the exterior thereof, including, without limitation, window displays, advertising matter, signs, merchandise, furniture and store fixtures, shall be subject to Landlord's approval, and, in any case, shall be maintained in keeping with the character and standards of Overtown Station.

26. Landlord may waive any one or more of these Rules and Regulations for the benefit of any particular Tenant or Tenants, but no such waiver by Landlord shall be construed as a waiver of such Rules and Regulations in favor of any other Tenant or Tenants, nor prevent Landlord from thereafter enforcing any such Rules and Regulations against any or all of the Tenants of the Building.

27. This is a no-smoking Building, and Tenant shall abide by no-smoking restrictions.

28. These Rules and Regulations are in addition to, and shall not be construed to in any way modify or amend, in whole or part, the terms, covenants, agreements and conditions of the main text (including, but not limited to, Special Stipulations) of the Lease, which text shall control in the instance of conflict.

29. Landlord reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for safety, care and cleanliness of the Building, and for the preservation of good order therein. Such other Rules and Regulations shall be effective upon written notification of Tenant.

## EXHIBIT F

### HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE

The following components are typically found in the Heating, Ventilating, and Air Conditioning (HVAC) systems in Miami-Dade County buildings; each component has the typical maintenance activity and minimum frequency noted:

- I. FILTERS - Applicable to all supply conditioned air to TENANT premises:
  - A. High-efficiency type (ASHRAE rated 85%) - preferred - changed every 2 years.
  - B. Electrostatic antimicrobial - minimum acceptable - cleaned every 30 days.
- II. OUTSIDE AIR INTAKE - applicable on all central systems:
  - A. Check for cleanness and operation if motorized louvers - filter preferred - quarterly.
- III. TEMPERATURE AND HUMIDITY - Temperature 73-78 degrees - Humidity 50-60%:
  - A. ASHRAE generally accepted comfort zone for South Florida.
  - B. Check controls and verify temperature and humidity are at or near guidelines monthly.
- IV. AIR HANDLER - Separate type or self contained in AC package unit as applicable:
  - A. Clean coils and check for leaks and loose connections - check quarterly.
  - B. Lubricate fan motors and check belts - quarterly.
  - C. Check air intake and exhaust - quarterly.
  - D. Check fan motors for overheating and vibration - quarterly.
  - E. Check structural frame for sturdiness - quarterly.
  - F. Check and clean contact points in switches - quarterly.
  - G. Check condensate drip pan for standing water. Clean and spray with algacide - quarterly.
  - H. Check, remove trash, and clean condensate drain and trap - quarterly.
- V. COMPRESSOR - Separate or self-contained in AC package unit as applicable:
  - A. Check for indication of leakage - monthly.
  - B. Check pressure and temperature - quarterly.
- VI. PUMPS as applicable:
  - A. Inspect belts for damage, tension, and alignment - quarterly.
  - B. Check bearings and seals (motor and pump) - quarterly or semi-annually.
  - C. Check phase voltage and impeller - yearly.
- VII. COOLING TOWER as applicable:
  - A. Check water level - minimum monthly - prefer weekly.
  - B. Check oil level in gear reducers - monthly.
  - C. Check for leaks and excessive noise or vibration - monthly.
  - D. Check water quality/chemical treatment - monthly.

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VIII. BUILDING EXTERIOR:

- A. Check for water infiltration into walls or above ceilings to prevent mold and mildew -quarterly.

IX. CEILING TILES:

- A. Check and replace any ceiling tile that shows water stains to prevent mold spores - quarterly.

X. SUPPLY AND RETURN AIR DUCTS:

- A. Remove ceiling diffuser and clean, check for visible sign of dirt around the opening or dirt coming out of duct openings on supply air diffusers - yearly. If they are dirty, then clean the ducts.

## EXHIBIT G

### BUILDING STANDARD IMPROVEMENTS

Overtown Transit Village  
Miami, Florida

Schematic Design Outline Specifications  
October 19, 2004  
Dorsky Hodgson + Partners

#### Division 1 – General Requirements

##### 01010 Summary of Works

*The project is located on NW 1st Court between NW 6th Street and NW 8th Street adjacent to the southwest corner of the Overtown/Arena Metrorail Station in Miami, Florida. The project will include approximately 240,000 SF of Gross Floor Area in building consisting of (a) approximately eight and one-half (8.5) floor of parking, with approximately 360 parking spaces and (b) approximately 11 floors of office space.*

*The Scope of Works of the Contractor will include the construction of complete Architectural, Landscape, Civil, Structural, Mechanical, Electrical, Plumbing and Fire Protection Systems for a fully operational and functioning building, including Building Service Areas such as restrooms, telephone/data rooms, electrical rooms, mechanical rooms, and elevator and equipment rooms, as acceptable by Governing Agencies having jurisdiction on the project.*

*The Scope of Works will also include complete furred out and painted perimeter walls for an open office with carpeted floor, 9-foot finished acoustical ceiling, electrical, lighting and air conditioning distribution as defined herein.*

01027	Applications For Payment
01030	Alternates
01035	Modification Procedures
01040	Coordination
01045	Cutting and Patching
01050	Field Engineering
01200	Project Meetings
01206	Request For Information
01210	Allowances
01250	Contract Modification Procedures
01270	Unit Prices

GO  
Exhibit G-1



- 01280 Schedule of Values  
01290 Payment Procedures  
01320 Construction Progress Documentation  
01330 Submittal Procedures  
01400 Quality Requirements  
01421 Reference Standards and Definition  
*Design will meet all applicable Federal, State and County Codes including American with Disabilities Acts and Florida Building Code.*
- 01500 Temporary Facilities and Controls  
01600 Product Requirements
- 01631 Substitutions  
*All substitutions must meet design intent and perform in accordance with the documents and be approved in advance by the architect and owner.*
- 01740 Warranties  
01770 Closeout Procedures  
*Any manuals, training materials, test and balance reports, and warranties shall be maintained by owner and given to tenant in the event that tenant elects to purchase the Building pursuant to the terms of the Lease.*
- 01780 "As-Built" Documents

## **Division 2 – Site Construction**

- 02050 Clearing and Removal  
02070 Selective Demolition  
02140 Dewatering and Grading  
02222 Trenching Backfill and Compacting  
02300 Earthwork  
02361 Termite Control
- 02513 Asphalt Concrete Pavement  
*At exterior vehicular areas.*
- 02515 Concrete Paving
- 02525 Concrete Curbs and Gutters  
*Where vehicular area meets pedestrian area and designed per Code.*
- 02589 Parking Curb, Lane Marking, and Wheel Stops  
*Vehicular area and parking stalls.*
- 02660 Water Distribution System

*To include Potable and Fire Protection, Fire Hydrants, and required meters, each such item as required per Code and requirement to service building. Also to include separate meter for Cooling Tower Makeup.*

- 02720 Storm Drainage System  
*Per Code and requirement to service building, including roof drainage and condensation lines.*
- 02732 Sanitary Sewer System  
*Per Code and requirement to service building.*
- 02800 Irrigation System  
*All landscape area per Code. Automatic System with timer.*
- 02850 Fencing and Gates
- 02900 Landscaping  
*Planting and trees per Code.*

### **Division 3 – Concrete**

- 03050 Concrete Testing and Control
- 03100 Concrete Formwork
- 03200 Concrete Reinforcement
- 03300 Cast-in-place Concrete
- 03345 Concrete Finish
- 03410 Structural Precast Concrete  
*Designed for 75 pound per square foot for typical floor office space, and up to 600 square feet per Rentable Floor at 125 pound per square foot for storage areas adjacent to the building core, provided that Tenant specifies such storage areas during Developer's design development phase.*

### **Division 4 – Masonry**

- 04100 Mortar
- 04200 Concrete Masonry Unit:  
*Exterior walls and required mechanical, electrical, plumbing and fire protection equipment rooms.*
- 04230 Reinforced Unit Masonry  
*As required.*

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Exhibit G-3

## **Division 5 – Metals**

- 05120 Structural Steel
- 05400 Cold Formed Metal Framing
- 05450 Light Gage Metal Framing
  
- 05500 Metal Fabrication
  - Metal corner guards and bollards in garage at columns and wall corners exposed to traffic where applicable.*
  - Mechanical Equipment Support.*
  - Steel ladder for elevator pits and/or roof access.*
  
- 05511 Metal Stairs
  - Diamond plate steel stair for exit stairs.*
  
- 05521 Pipe and Tube Railing
  - Painted steel to meet Code.*

## **Division 6 – Wood and Plastics**

- 06100 Rough Carpentry
- 06116 Exterior Sheathing
  
- 06200 Finish Carpentry
  - No countertops for restrooms, but will include stainless-steel shelf along wall hung lavatory, which has a small built-in ledge. Cabinetwork and millwork where applicable in drawings, per code.*

## **Division 7 – Thermal and Moisture Protection**

- 07141 Cold Fluid Applied Waterproofing
- 07160 Bituminous Damp-proofing
  
- 07180 Traffic Coatings
  - On parking deck over air-conditioned space.*
  
- 07210 Building Insulation
  - To meet Florida Energy Code with R 19 roof insulation. Soundproofing for mechanical and electrical rooms.*
  
- 07241 Exterior Insulation and Finish System
  - For exterior moldings and trims.*

83

Exhibit G-4

- 07270 Fire-stopping  
*As required by code.*
- 07552 Modified Bituminous Membrane Roofing.  
*At least a twenty (20) year warranty on roof.*
- 07620 Sheet Metal Flashing and Trim
- 07720 Roof Accessories
- 07920 Joint Sealants

## **Division 8 – Doors and Windows**

- 08110 Steel Doors and Frames:  
*1-3/4" thick painted steel door in hollow metal door frame for exit doors to meet Code. Shop prime and paint interior and exterior frames.*
- 08210 Wood Doors  
*1-3/4" thick Painted solid core wood doors in hollow metal frame for interior where required by Code to meet fire rating. Kick plates included on doors located at lounges, restrooms, and service vestibules.*
- 08311 Access Doors and Frames  
*Shop galvanized.*
- 08330 Overhead Coiling Grille  
*At garage entrances and exits. Electric Motor operated.*
- 08335 Overhead Coiling Doors  
*At loading bays. Electric Motor operated.*
- 08410 Aluminum Entrance and Storefronts  
*Electrostatic painted aluminum ground floor retail storefront and office entrance lobby, factory finished*
- 08520 Aluminum Windows  
*Electrostatic painted 5' X 5' for typical office building, factory finished. Fixed and impact resistant per code.*
- 08710 Finish Hardware  
*Code compliance with chrome finish. Includes locksets with master keying system*
- 08800 Glazing:  
*Tinted glazing for typical office building window opening and ground floor retail space.*

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Exhibit G-5

08814        Mirrored Glass  
              *Full width mirrors over bathroom countertops.*

**Division 9 – Finishes**

09220        Portland Cement Plaster  
              *5/8" thick on building exterior walls.*

09260        Gypsum Board Assemblies  
              *Furred out gypsum wall board on metal studs on perimeter and core walls in Usable Areas.*

09310        Tile:  
              *Office Lobby and Elevator Cabs: porcelain tile floor.*  
              *Restrooms: ceramic tile floor, floor base, and glazed ceramic tile on wet walls.*  
              *Ceramic tile floors to have epoxy grout. Wall tiles at least 5 feet high*

09512        Acoustical Ceiling Tile Ceilings:  
              *Nine (9) foot finished ceiling with 2' X 4' square edge standard fissure tile with 9/16" ceiling suspension system.*

09630        Marble  
              *White cultured marble thresholds at restroom doors.*

09650        Resilient Flooring and Wall Base:  
              *12" X 12", 1/8" thick vinyl composite tiles with 4" high, 1/8" thick rubber wall base at utility, storage and accessory spaces where applicable.*  
              *4" high, 1/8" thick rubber wall base at carpeted floor areas.*

09680        Carpet  
              *28 ounces per square yard carpet tile with density of 100 percent nylon and 1/8" minimum pile height.*

09900        Painting:  
              *Exterior Cement Plaster (Stucco) wall and soffits: one coat of primer and one coat of acrylic latex elastomeric coating, flat finish.*  
              *Interior Gypsum Wall Board: Two coats of latex, flat finish.*  
              *Restrooms Dry Walls: two coats of latex enamel, semi-gloss.*

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Exhibit G-6

## **Division 10 – Specialties**

- 10155 Toilet Compartments  
*Floor mounted overhead braced plastic laminate with Stainless steel floor mount shoes.*
- 10200 Louvers and Vents  
*Aluminum.*
- 10416 Directories  
*One (1) at office building lobby.*
- 10425 Signs  
*Traffic, markings and related signage at roadways and garage, painted floor identification at exit stairs, surface mounted mechanical and bathrooms per code; all telephone/data closets, electric rooms and/or closets, storage rooms, and janitor closets, per code.*
- 10520 Fire Protection Specialties  
*Fire hose and extinguisher cabinets per Code.*
- 10801 Toilet and Bath Accessories:  
*Handicap grab bars and mirror for handicap stalls, paper towel dispensers and disposers, liquid soap dispensers, roll paper dispenser, feminine napkin disposers for women restroom water closet stalls, one (1) mop rack for each Janitor Closet.*

## **Division 11 – Equipment**

- 11150 Parking Control Equipment  
*One (1) arm-gate per parking garage entrance and exit lane (three total), and one (1) card reader at entrance lane. If the Garage (as the term "Garage" is defined within the foregoing Two Overtown Station Lease Agreement) is designed in a manner that allows the parking ramp for the Phase I Garage (as the term "Phase I Garage" is defined in such Two Overtown Station Lease Agreement) to serve as the parking ramp for both the Garage and the Phase I Garage, or vice versa, then Landlord may, if Landlord so elects, notify Tenant that this Division 11-Equipment and Division 11150 are deemed deleted, with no further documentation required to evidence such deletion, and nothing further shall then be required to be provided by Landlord under this Division 11-Equipment.*

## **Division 12 – Furnishing**

NOT USED

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Exhibit G-7

## Division 13 – Special Construction

NOT USED

## Division 14 – Conveying Equipment

- 14210      Electric Traction Elevators  
*Five 3,500 pound, 350 feet per minute for office building.  
Two 2,500 pound, 350 feet per minute for garage building.  
Cab Interior: one with front and rear door and protected surfaces in cab for servicing, all others with plastic laminate, wall panels and porcelain tile floor.*

## Division 15 – Mechanical

- 15010      General Provisions  
  
*The Heating Ventilation and Air Conditioning (HVAC) will be based on a water source heat pump system. Each floor will have two heat pump units, each connected to roof mounted pumps and cooling towers. Air distribution within each floor will be accomplished with sheet metal ductwork and approximately 12 VAV boxes and thermostats (or sensors) per floor.*  
  
*The indoor design temperature will be 72 degrees Fahrenheit, the outdoor design temperature will be 92/79 degrees Fahrenheit. Ventilation flow rates will be in accordance with ASHRAE Standard 62 – 1989 Ventilation for Acceptable Indoor Air Quality. Per Section 403 of the Florida Building Code.*
- 15023      Codes and Standards  
*Florida Building Code and all its adopted standards; SMACNA.*
- 15044      General Completion  
15047      Identification  
15060      HVAC Pipe and Pipe Fittings  
15080      HVAC Piping Specialties
- 15100      HVAC Valves  
*Supports, hangers, misc. equipment, motors, starters, sound and vibration control, per code.*
- 15180      Mechanical System Insulation
- 15300      Fire Protection Systems

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Exhibit G-8

*The building will be fitted with a combined automatic sprinkler and standpipe system designed and installed in compliance with National Fire Protection Association NFPA-13, 14. Sprinkler heads serving light hazard and ordinary hazard occupancies will be pendant, quick response type with chrome finish.*

- 15310 Fire Protection Pipe and Fittings:
- 15380 Fire Pump and Control  
*Integrated with fire alarm system*
- 15400 Plumbing Fixtures  
*Number of bathroom fixtures including handicap compliance "wall-hung" water closets, lavatories and faucets, urinals, and drinking fountain per Florida Building Code; one mop sink in Janitor closet.*
- 15410 Plumbing Pipe and Pipe Fittings  
*Sanitary and Storm Piping inside of building will be hubless cast iron pipe with no-hub fittings. Under the building will be schedule 40 plastic pipe and fittings. Domestic water piping will be type "M" copper above ground and type "L" copper below ground. Condensate piping will be DWV copper inside the building and schedule 40 PVC pipe under the building.*
- 15420 Valves
- 15430 Plumbing Piping Specialties
- 15450 Water Supply System  
*Domestic water will be distributed as necessary throughout the building. A triplex domestic booster pump package will be provided. A separate duplex booster package will be provided for make up water to the cooling towers. Hot water, where necessary, will be generated by means of electric water heaters.*
- 15455 Drainage Systems  
*Roof drains to include cast iron vandal resistant domes.*
- 15480 Fuel Oil System  
*All fuel piping serving the emergency generator fuel tank will be schedule 40 black steel pipe. An approved spill containment device will be provided at the fuel fill hook up location. The fuel tank will be double wall steel, with interstitial monitoring, sufficient large to provide 24 hours of generator operation.*
- 15482 Diesel Engine Exhaust Piping
- 15499 Plumbing System Insulation
- 15680 Cooling Tower  
*The cooling towers provided will be of stainless steel construction, gear drive, and gravity distribution system.*

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Exhibit G-9



- 15685 Water Treatment  
15720 Pumping Equipment  
15745 Adjustable Frequency Drive  
15762 Package Water Cooled Heat Pumps  
15820 Fans
- 15840 Air Distribution Duct Systems and Accessories  
*Insulated sheet metal supply ductwork and diffusers, return air plenum and grilles.*
- 15904 HVAC Controls  
A direct digital control system will be provided.
- 15907 Testing and Balancing  
*All HVAC and life safety systems will tested and balanced by an independent, AABC or NEBB certified agency. Copy of final report provided to tenant.*

#### **Division 16 – Electrical**

- 16010 General Provisions For Electrical Work  
*Total service will be 6,000 amps, house voltage will be 277/480V 3 phase, tenant(s) voltage will be 120/208V, 3 phase, 4-wire. Power, data and phone shall be made available in the ceiling grid.*
- 16110 Raceways and Conduits  
*All underground raceways to be PVC, inside concrete slab EMT with approved set screw fitting, or PVC, inside partitions EMT or ENT. Designed to accommodate the installation, at tenant's expense, of a cable tray system for distribution of power, data, and telephone.*
- 16120 Wire and Cable  
*All wire to be copper, THWN.*
- 16130 Outlet Pull and Junction Boxes
- 16140 Wiring Devices  
*Toggle will be SW 20A, 277V standard grade, receptacles will be 20A, 120 V standard grade.*
- 16425 Switch Boards  
*As manufactured by Siemens, Square D, or General Electric, 65 KAIC.*
- 16430 Meter Centers

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Exhibit G-10

- 16440 Disconnect Switches  
*Heavy duty as manufactured by Siemens, Square D, or General Electric.*
- 16450 Grounding  
*As per National Electric Code (NEC).*
- 16450 Dry Type Transformers  
*As manufactured by Sorgel or Seimens.*
- 16470 Panel Boards  
*As manufactured by Siemens, Square D, or General Electric, 65 KAIC.*
- 16475 Over-Current Protective Devices  
*To fit selected panel board manufacturer.*
- 16480 Motor Control Equipment
- 16490 Automatic Transfer Switches  
*1000A, or as calculated, 277/480V, Lake Shore or approved equal.*
- 16510 Interior Lighting:  
*T-8 2' X 4" prismatic lens fluorescent light fixtures with energy efficient lamps at an average of one (1) fixture every sixty (60) square foot of space for open office and restrooms.*  
*Ceiling mounted fluorescent tubes with energy efficient lamps for garage to meet Illumination Engineering Society Standards.*  
*Exit signs to meet Code.*
- 16530 Exterior Site Lighting  
*Exterior parking and walkways shall be designed to have a minimum of 10 foot-candle of illumination and based on Illumination Engineering Society Standards; exterior lighting to include timer system.*
- 16620 Standby Power Generator Systems  
*500KWA*
- 16650 Transient Voltage Surge Suppressor  
*At service entrance mains, fire alarm and elevator controller.*
- 16670 Lightning Protection  
*For building structure.*
- 16720 Fire Alarm Systems  
*As per National Fire Protection Association (NFPA). Zoned, addressable system with local station.*

16740

Telephone System

*Equipment space shall be provided for the main telephone service equipment and telephone / data distribution equipment. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed.*

16741

Empty Conduit and Conduit Boxes:

*Overhead power grid with an average of one (1) junction box every one hundred (100) square foot of open office space for future tenant connection. Empty conduit with pull string.*

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Exhibit G-12

**EXHIBIT H**  
**BASE IMPROVEMENTS**

[See Exhibit G]

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Exhibit H-1

**EXHIBIT I**  
**CLEANING SPECIFICATIONS**  
**TWO OVERTOWN STATION**

Day Maid/Porter Duties:

1. Inspect all restrooms, keeping them in a clean and presentable condition.
2. Fill toilet tissue dispensers, toilet seat cover dispensers, soap dispensers, paper towel dispensers and sanitary napkin dispensers as needed (products to be furnished by Landlord).
3. Inspect and clean elevator cabs on a continuous basis. Doors and other metal surfaces should be frequently cleaned with an approved cleanser. Floors should be kept free of debris and cleaned as necessary.
4. Clean janitorial closets and organize their contents as necessary.
5. Clean the lobby security desk/area as required.
6. Respond to tenant requests as reasonably necessary.
7. Clean lobby directory as required.
8. Wet mop exterior horizontal granite surfaces adjacent to the lobby and motor court areas.
9. Perform other duties as directed by the Manager.
10. Day Maids/Porters are required to wear uniforms that are furnished by the janitorial contractor. The Manager must approve the uniforms.

Nightly-Tenant Spaces:

1. Wastebaskets and trash containers are to be emptied, exterior and interior surfaces wiped clean and returned to original location. Plastic liners will be installed as needed with liners furnished by building Landlord.
2. General Dusting: Hand dusting of the following should be done with a treated cloth or in some cases where a damp cloth is called for: miscellaneous cabinets, window sills, coat racks, ledges and shelves under six feet and other desk top accouterments. Janitorial staff members are to handle any items on the desktop or work service.
3. Carpets are to be vacuumed in traffic lanes and around desks paying particular attention to knee well areas and oriental rugs. Spot cleaning is to be performed as needed to remove spillages or stains.

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Exhibit I-1

4. Walls are to be spot-cleaned as needed around light switches, handrails, door knobs and other heavy traffic areas.
5. Tile floors: All tile floor areas are to be dust mopped with chemically-treated mops or wet-mopped as specified. Spills and stains are to be spot-mopped on a daily basis.
6. Computer rooms will be cleaned as directed by Tenant and Tenant may incur a special service expense.
7. Counter tops to be cleaned nightly providing they are reasonably clear.
8. Sinks are to be wiped clean providing they are reasonably clear.

Nightly-Corridors and Lobbies (including service and garage vestibules):

1. Wastebaskets and trash containers are to be emptied, wiped clean, and returned to original location. Plastic liners will be installed as needed, with liners furnished by Building Landlord. All waste will be collected and removed to a central waste disposal area.
2. Ledges: Dust all ledges and other surfaces prone to dust accumulation.
3. Walls: Wall surfaces around light switches, electric and telephone outlets, door knobs, archway mirrors, and other traffic areas are to be spot-cleaned as needed.
4. Water Fountains: To insure a clean, healthy condition at the water fountain, the dispensing area and bowls are to be washed with a disinfectant solution and dry-shined. The sides of the metal housing will be damp wiped to remove streaks and runs.
5. Entrance Areas: All glass doors and metal trim are to be cleaned and dry-shined on both sides. Any side panels are to be spot-cleaned as needed.
6. Floors: Carpeted floors are to be thoroughly vacuumed and spot-cleaned as required. The areas will be dust-mopped with a specially treated mopping tool and with cleansing agents recommended by manufacturer. Granite floors will be swept, damp-mopped and spray-buffed. Walk-off mats will be utilized as directed by Manager. Sweep and wet-mop exterior horizontal granite surfaces in motorcourt and areas adjacent to the main lobby.
7. Janitorial closets will be cleaned nightly and shelves stocked with a minimum supply of towels, tissue, and liners as requested by Landlord.
8. Service elevator floors will be damp mopped nightly. Walls, ceiling and doors to be wiped clean.
9. Granite floors will be swept and mopped nightly. High traffic areas will be spray-buffed or recoated as required to maintain proper appearance.

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Exhibit I-2

#### Nightly - Restrooms:

1. Commodes and Urinals: To be washed and dried inside and out. Seats shall be washed top and bottom. This work will be performed using first a scouring powder and then an acceptable non-pungent germicidal disinfectant solution. Bright metal parts are to be dry- shined.
2. Wash Basins: To be washed and dried inside and outside. Bright metal parts are to be dry-shined. Counter tops will be cleaned with manufacturer's recommended cleansing agents and approved by Landlord.
3. Waste Receptacles: To be emptied and interiors wiped out. Sanitary napkin waste disposal containers are to be emptied, sprayed with an approved disinfectant spray and wiped dry. The contents will be emptied into special carry-out containers for removal from the premises. Plastic liners and sanitary napkin disposal containers are to be replaced with material supplies by Landlord.
4. Paper Products: Toilet tissue, toilet seat covers, paper towels, and hand soap will be installed by the cleaner. All of these items will be furnished by Landlord. Contractor will assist the Manager in keeping a close inventory of these items.
5. Mirrors: To be cleaned and dry-shined.
6. Walls: All walls will be spot-cleaned to remove water splashes and runs, soap splashes, fingerprints, and smudges. Cleansers must be approved by Manager.
7. Stall Partitions: Doors and tops of all partitions will be dusted. Partition walls will be cleaned with a detergent disinfectant solution. Doors and tops of all partitions and all partition brackets or other hardware will be dusted and cleaned as required.
8. Floors: Tile floors to be swept and wet-mopped with recommended disinfectant. Stains and adherents on grout to be removed. All cleansers must be approved by Manager.
9. Air Fresheners: In the event dispensers are added, air freshener products will be replaced or added to as needed on a daily basis, with product to be supplied by Building Landlord.

#### Nightly-Stairwells:

1. Police and/or spot sweep steps, landings and handrails.

#### Nightly-Exterior Granite:

1. Sweep and wet-mop exterior horizontal granite surfaces in motorcourt and areas adjacent to the main lobby and lobby level tenant spaces.

#### Nightly-Elevators (Tower and Parking Garage):

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Exhibit I-3

1. Granite floors: Sweep/dust mop and spot clean to remove spillage and stains. Cleansers should be approved by Manager. Vacuum the saddle to remove debris. Elevator door tracks are to be cleaned and shined nightly.
2. Walls: Wipe clean all walls, handrails and doors with approved cleansers.
3. Elevators: Interior walls and polished mirror finish stainless steel doors should be cleaned in accordance with the manufacturer's recommendations. All cleaning methods must be approved by the Manager. Elevator intercoms should be cleaned nightly.

Nightly-Trash Compactors/Loading Docks:

1. The areas should be swept nightly. The compactor should always be left stopped on the "in" position. Disinfectant should be added to compactor containers as necessary to control undesirable odors.
2. The Loading dock areas should be swept and mopped nightly.

Weekly:

1. Carpets: All carpets throughout the building are to be thoroughly vacuumed in all areas inclusive of corners, edges and behind doors. Operator will exercise care to insure that vacuum does not bump or mar furniture. Care should be exercised not to damage door frames with vacuum cleaner cords.
2. Pictures: Pictures and other wall adornments are to be dusted.
3. Baseboard and Low Vents: Dusted weekly.
4. Vertical Furniture Surfaces: Sides of desks, credenzas and other furniture are to be dusted with a treated cloth.
5. Stairwells: Thoroughly vacuum or sweep all steps and landings. Spot-clean landings and steps to remove stains, shoe polish scuffs, etc. Clean/dust stairwell light fixtures.
6. File cabinets are to be cleaned/dusted.
7. Chairs will be dusted on all horizontal surfaces. Fabric upholstered seats and arms are to be vacuumed. Side chairs will be treated likewise. All chairs should be replaced in their original positions to maintain an overall orderly and neat appearance.
8. Vertical surfaces on typical elevator lobbies are to be dusted/cleaned with a soft dust cloth. Only chemicals or cleansers approved by the Manager will be utilized.
9. All doors/frames shall be clean/dusted utilizing methods as approved by the Manager.
10. Machine-scrub exterior horizontal granite surfaces in motorcourt and adjacent to lobby level. Granite will be thoroughly rinsed.

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Exhibit I-4



Monthly:

1. Floors:
  - A. Machine scrub hard surface floors with detergent disinfectant solution and rinse thoroughly. Use cleansers recommended by manufacturers. Tile flooring will be waxed and sealed as necessary.
  - B. Interior granite in main lobby and walkways to be cleaned and polished. The granite will be stripped and sealed per the Manager's requirements. If a monthly frequency is inadequate in the opinion of the Manager, then the frequency shall be increased as necessary.
2. Lavatory walls and stall dividers: Clean and disinfect.
3. High Dusting: Ceiling vents, air duct vents, door closures, door frames and ledges above six feet are to be thoroughly dusted. Clean ceiling around vents. Either treated cloths, soft dust cloths or vacuums may be used for this operation.
4. Upholstered Furniture: To be vacuumed using proper attachments designed for this purpose.
5. Blinds: The horizontal venetian blinds are to be dusted. This includes dusting the window mullions. Blinds should be returned to original position as found. As required, blinds will be cleaned to prevent any accumulation of build-up or dirt.
6. Clean service level concrete floors to remove all stains, marks, and dirt.
7. Clean service level walls and doors to remove all stains, marks, and dirt.
8. Carefully wipe off switch outlet and telephone covers with a soft, dry dust.
9. Restroom porcelain walls and flooring to be machine-cleaned and shined in accordance to manufacturer's specifications.
10. Public corridor carpet should be shampooed as necessary.
11. Elevator ceilings, including service cabs are to be thoroughly cleaned. Procedure to be approved by Manager.
12. Window mullions to be dusted/wiped down as required. If necessary, a detergent cleanser should be utilized.

Quarterly:

1. Paneled walls (if any): To be dusted using specially treated dusting tools.
2. Draperies (if any): To be thoroughly vacuumed on both sides.

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Exhibit I-5

3. Interior tenant glass to be cleaned as necessary, but not less than quarterly.
4. Steam or high pressure clean trash compactors, pads and surrounding areas.
5. Steam or high pressure clean the loading dock pad.
6. Dust stairwell walls. Wipe handrails.

Annually:

1. Clean HVAC diffusers, returns, surrounding ceiling tile and grid.
2. Clean light fixtures and lenses.
3. Clean all exit light fixtures.
4. Clean interior building signage.
5. Clean exterior windows of the Building.

ADDITIONAL SERVICES:

Additional services such as upholstery or carpet cleaning may be requested by the Tenant and a price for same shall be provided by the Janitorial Contractor.

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Exhibit I-6

**EXHIBIT J**

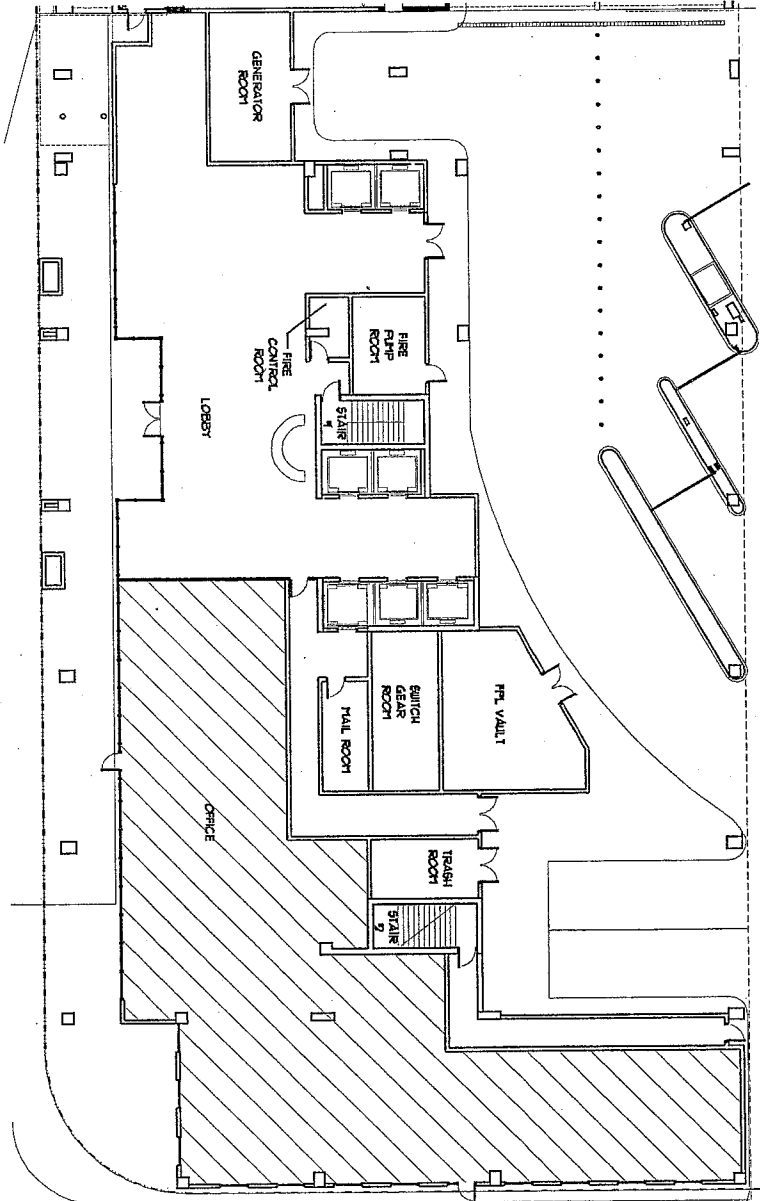
**“FIT-UP ALLOWANCE” AREA DIAGRAM**

**[Attached]**

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Exhibit J-1

"FIT UP ALLOWANCE" AREA DIAGRAM  
GROUND FLOOR PLAN (APPROXIMATE)



A JOINT PROJECT BY:  
ST. AGNES RAINBOW VILLAGE DEVELOPMENT CORP., INC.  
OVERTOWN STATION, LLC  
MIAMI DASH TRANSIT  
DEVELOPER: TAYLOR DEVELOPMENT AND LAND COMPANY

OVERTOWN TRANSIT VILLAGE PHASE II

EXHIBIT J-1

TENANT FIT-UP  
ALLOWANCE AREA

100

Overtown Transit Village  
PHASE II  
Miami, Florida

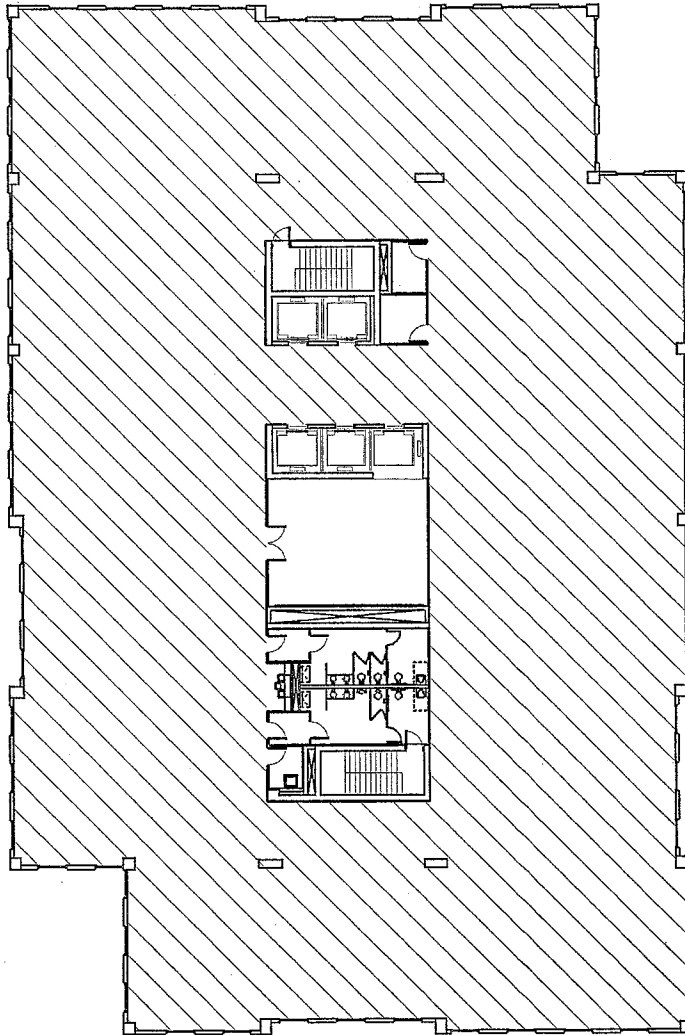
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Drawn: \_\_\_\_\_  
Checked: \_\_\_\_\_  
Date: \_\_\_\_\_

DORSEY  
HOBBS  
PARTNERS  
ARCHITECTS  
PLANNING  
DESIGN  
CONSULTANTS  
FORT LAUDERDALE  
FLORIDA 33301

Date: \_\_\_\_\_



**"FIT UP" ALLOWANCE" AREA DIAGRAM**  
 TYPICAL FLOOR 13-17 (APPROXIMATE)



A JOINT PROJECT BY:  
 ST. AGNES RAINBOW VILLAGE DEVELOPMENT CORP., INC.  
 OVERTOWN STATION, LLC  
 MIAMI DANCE TRANSIT  
 DEVELOPER: TAYLOR DEVELOPMENT AND LAND COMPANY

**OVERTOWN TRANSIT VILLAGE PHASE II**

EXHIBIT J-3

 **TENANT FIT-UP  
 ALLOWANCE AREA**

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